Labrador Inuit

LAND CLAIMS AGREEMENT

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LAND CLAIMS AGREEMENT

BETWEEN

THE INUIT OF LABRADOR

AND

HER MAJESTY THE QUEEN IN RIGHT OF NEWFOUNDLAND AND LABRADOR

AND

HER MAJESTY THE QUEEN IN RIGHT OF CANADA

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Parties and Preamble

THIS LAND CLAIMS AGREEMENT

BETWEEN:

The Inuit of Labrador as represented by Labrador Inuit Association

AND:

Her Majesty the Queen in right of Newfoundland and Labrador

AND:

Her Majesty the Queen in right of Canada

WITNESSES THAT WHEREAS:

1. Inuit claim aboriginal rights in and to the Labrador Inuit Land Claims Area based on their traditional and current use and occupancy of the lands, waters and sea ice of the Labrador Inuit Land Claims Area in accordance with their own customs and traditions;

2. Inuit are an aboriginal people of Canada;

3. Inuit have never entered into a treaty or land claims agreement with the Crown;

4. The *Constitution Act, 1982* recognizes and affirms the existing aboriginal and treaty rights of the aboriginal peoples of Canada, and "treaty rights" includes rights that may be acquired by way of land claims agreements; and

5. The Agreement sets out principles for the establishment of a free and democratic government for Inuit;

NOW THE PARTIES AGREE AS FOLLOWS:

Chapter 1: General Definitions and Interpretation

Part 1.1 Definitions

1.1.1 In the Agreement, unless otherwise provided:

"Agreement" means this land claims agreement and its preamble, schedules, appendices and Map Atlas;

"Aquaculture" means the production, breeding, holding or raising of Fish and the cultivation or culture of Aquatic Plants and includes sea and river ranching but does not include the holding of Fish or Aquatic Plants in an aquarium for non-commercial purposes or the holding of Fish or Aquatic Plants for experimental purposes;

"Aquatic Plant" means all marine and freshwater plants and includes all benthic and attached algae, kelp, marine flowering plants, brown algae, red algae, green algae, phytoplankton and other plants that complete their entire life cycle in water;

"Arbitration Decision" means a ruling, order, award or decision of an Arbitration Panel;

"Arbitration Panel" means the individual or individuals responsible under section 21.6.9 for arbitrating a Dispute;

"Archaeological Activity" means physical activity carried out in the Labrador Inuit Settlement Area in connection with the discovery, recovery or field study of the remains of pre-contact and post-contact periods and includes an "archaeological investigation" as defined in the *Historic Resources Act*, RSNL 1990, c. H-4 and any activity that disturbs or may result in the disturbance of an Archaeological Site or Archaeological Material;

"Archaeological Material" means an object of archaeological importance, interest or significance found in whole or in part on or in land in the Labrador Inuit Settlement Area and includes an "archaeological object" as defined in the *Historic Resources Act*, RSNL 1990, c. H-4, but does not include Inuit Cultural Material;

"Archaeological Site" means land in the Labrador Inuit Settlement Area containing Archaeological Material or where an Archaeological Activity is conducted;

"Archival Record" means a record of historical value and includes any correspondence, memorandum, book, plan, map, drawing, diagram, pictorial or graphic work, photograph, film, microform, sound recording, videotape, machine readable record, and any other documentary material, regardless of physical form or characteristics;

"Aullâvik" means a settlement, camp or place in the Labrador Inuit Settlement Area other than a community, occupied by Inuit families or groups of Inuit on a seasonal, semi-permanent or permanent basis for hunting, fishing, trapping or gathering and for the use and enjoyment of the lands, waters and ocean of the Labrador Inuit Settlement Area, but does not include:

(a) a transient hunting camp or a site randomly occupied for a few days or weeks at a time;

(b) a site, facility, camp or building constructed, used or operated for purposes of Recreational Hunting with a view to income or gain to the owner or operator;

(c) a Commercial Plant Operation as defined in section 12.1.1;

(d) a Sports Fish Camp; or

(e) an Aquaculture Facility as defined in section 13.1.1;

"Aullâsimavet" is the plural of Aullâvik;

"Beneficiary" means an individual enrolled on the Register;

"Bylaw" means a regulation made by an Inuit Community Government and includes a law made by an Inuit Community Government under section 17.41.1, 17.41.3 or 20.2.2 or subsection 20.3.1(b);

"Canada" means, unless the context otherwise requires, Her Majesty the Queen in right of Canada;

"Capital Transfer" means an amount payable by Canada under section 19.1.1;

"Carving Stone" means soapstone and serpentinite that is suitable for carving purposes;

"Chief Justice" means the Chief Justice of the Supreme Court of Newfoundland and Labrador, Trial Division;

"Commercial Wildlife Operation" means an undertaking in the Labrador Inuit Settlement Area that uses Wildlife for commercial purposes and includes:

(a) a facility catering to Recreational Hunting;

(b) a facility catering to the non-consumptive use of Wildlife; or

(c) a Sports Fish Camp;

"Community Lands" means lands within the boundaries of an Inuit Community that are owned by the Inuit Community Government under a transfer referred to in section 17.42.1;

"Conflict" means an actual conflict in operation;

"Construction" includes site preparation in respect of a Development;

"Consult" means to provide:

(a) to the Person being consulted, notice of a matter to be decided in sufficient form and detail to allow that Person to prepare its views on the matter;

(b) a reasonable period of time in which the Person being consulted may prepare its views on the matter, and an opportunity to present its views to the Person obliged to consult; and

(c) full and fair consideration by the Person obliged to consult of any views presented;

"Crown" means Canada or the Province or both, as appropriate;

"Customary Fishing Area" means a fishing area established under section 13.7.1;

"Designated Inuit Organization" means Labrador Inuit Association, the Nunatsiavut Government, or any organization that:

(a) is constituted by, controlled by and answerable to Inuit; and

(b) is designated by Labrador Inuit Association to enjoy a right or exercise a power, function or authority that may be assigned to and exercised by a Designated Inuit Organization under the Agreement;

"Developer" means a Person proposing or undertaking a Development, and includes a Person who is the operator of or general partner in a Development proposed or undertaken by two or more Persons;

"Development" means a commercial or industrial undertaking, including a power generation or water exploitation undertaking, but excludes:

(a) Exploration;

(b) map staking;

(c) a National Park, National Park Reserve, National Marine Conservation Area or National Marine Conservation Area Reserve;

(d) a Protected Area;

(e) a Marine Protected Area; and

(f) marine transportation, except where otherwise expressly provided in the Agreement;

"Dispute" means a controversy, question, disagreement or claim:

(a) respecting the interpretation, implementation or application of the Agreement;

(b) that the Agreement stipulates may be resolved under chapter 21; or

(c) arising under or with respect to an agreement between two of the Parties or among all Parties that provides that the controversy, question, disagreement or claim may be resolved under chapter 21;

"Dispute Resolution Board" means the board established under section 21.3.1;

"Domestic Interjurisdictional Agreement" means an agreement between Canada and a province or territory or between the Province and another province or a territory;

"Effective Date" means the first date following ratification of the Agreement by Inuit under part 22.7 on which both the federal Legislation referred to in subsection 22.8.1(b) and the Provincial Legislation referred to in subsection 22.8.2(c) are in effect;

"Enrolment Committee" means a committee established under section 3.4.1;

"Environment" means the components of the earth and includes:

(a) land, water and air, including all layers of the atmosphere;

(b) all organic and inorganic matter and living organisms;

(c) the social, economic, recreational, cultural and aesthetic conditions and factors that influence the life of humans and communities; and

(d) any part or combination of the components referred to in clauses (a), (b) and (c) and the interrelationships between two or more of them;

"Environmental Assessment" means:

(a) an assessment of the Environmental Effects of a proposed undertaking, project, work or activity in Labrador Inuit Lands that is conducted in accordance with Inuit Laws made under part 11.3;

(b) an assessment of the Environmental Effects of a Project or Undertaking that is conducted under the *Canadian Environmental Assessment Act*;

(c) an assessment of the Environmental Effects of a Project or Undertaking that is conducted under the *Environmental Protection Act*; or

(d) an assessment that is conducted under two or more Laws referred to in clauses (a), (b) and (c);

"Environmental Effect" means, in respect of a proposed undertaking, project, work or activity:

(a) any change that the proposed undertaking, project, work or activity may cause in the Environment, including any change to health and socio-economic conditions, to physical and cultural heritage, to the current use of lands and resources for traditional purposes by aboriginal individuals, or to any structure, site or thing that is of historical, archaeological, palaeontological or architectural significance; and

(b) any change to the proposed undertaking, project, work or activity that may be caused by the Environment,

whether the change occurs within or outside Canada;

"Exploration" means prospecting, ground staking, surveying, drilling, trenching, sinking underground shafts or otherwise searching for or proving the existence, value or extent of Subsurface Resources, but does not include map staking;

"Expropriate" means the compulsory taking of land or any interest in land in accordance with federal or Provincial Legislation and part 4.18;

"Federal Wildlife Area" means public lands the administration of which has been assigned to the Minister under section 4 of the *Canada Wildlife Act*;

"Fiscal Financing Agreement" means a funding agreement under section 18.1.1;

"Fish" includes:

(a) parts of fish;

(b) shellfish, crustaceans, marine animals and any parts of shellfish, crustaceans or marine animals; and

(c) the eggs, sperm, spawn, larvae, spat and juvenile stages of fish, shellfish, crustaceans and marine animals;

"Fish Habitat" means spawning grounds and nursery, rearing, food-supply and migration areas and any other areas on which Fish depend directly or indirectly in order to carry out their life processes;

"Furbearer" means beaver, fisher, fox, lynx, marten, mink, muskrat, otter, squirrel, weasel, wolf and wolverine;

"Gas" means natural gas and includes all substances other than Oil that are produced in association with natural gas;

"Geothermal Resource" means a subsurface or surface source of heat energy that results from subsurface geological processes, and includes steam, hot fluids or heated rock but does not include the normal background heat flow found in the subsurface;

"Government" means Canada, the Province or Inuit Government and "Governments" means any two or more of Canada, the Province or an Inuit Government;

"Government of Canada" means federal departments and departmental corporations listed in Schedules I, I.1, II and Part I of Schedule III of the *Financial Administration Act*;

"Habitat" means the natural environment where Wildlife or Plants occur or on which they depend directly or indirectly in order to carry out their life processes;

"Harvest" means the reduction or attempted reduction of Wildlife, Plants, Fish or Aquatic Plants into possession, and includes fishing, hunting, trapping, netting, egging, picking, collecting, gathering, spearing, killing, catching, capturing or taking by any means or method and, with reference to Plants, includes wooding, cutting or digging or attempting to do so;

"Implementation Plan" means the plan referred to in section 23.2.1;

"International Agreement" means an agreement governed by international law and concluded in written form:

(a) between states; or

(b) between one or more states and one or more international organizations,

whether that agreement is embodied in a single instrument or in two or more related instruments and whatever its particular designation;

"Inuit" means:

(a) for purposes of the first and third recitals in the preamble, subsection 2.11.1(a) and sections 2.11.2, 2.11.6, 2.11.7, 2.11.8, 2.12.1 and 2.21.1 and references of a general historic nature, all the members of the aboriginal people of Labrador, sometimes known as Eskimos, that has traditionally used and occupied and currently uses and occupies the lands, waters and sea ice of the Labrador Inuit Land Claims Area and includes Kablunângajuit as defined in chapter 3; and

(b) for purposes of all provisions other than those referred to in clause (a):

  (i) until the Register is published under section 3.7.1, all those individuals eligible to be enrolled under chapter 3; and

  (ii) after the Register is published under section 3.7.1, all Beneficiaries,

but "Inuit" does not include beneficiaries of the "James Bay and Northern Québec Agreement", the "Inuvialuit Final Agreement" or the "Agreement between the Inuit of the Nunavut Settlement Area and Her Majesty the Queen in Right of Canada";

"Inuit Business" means:

(a) a sole proprietorship owned by an Inuk; or

(b) an entity that is:

  (i) a corporation with more than 50 percent of the corporation's voting shares beneficially owned by Inuit;

  (ii) a co-operative controlled by Inuit;

  (iii) a partnership that is more than 50 percent controlled by Inuit or by an entity described in subclause (i) or (ii);

  (iv) a not-for-profit organization controlled by Inuit; or

  (v) a joint venture or consortium in which Inuit have, or an entity described in subclause (i), (ii), (iii) or (iv) has, more than 50 percent ownership and control;

"Inuit Community" means one of the following communities: Nain, Hopedale, Makkovik, Postville or Rigolet;

"Inuit Community Corporation" means an incorporated body that is established pursuant to subsection 17.3.4(c);

"Inuit Community Government" means a government established in respect of an Inuit Community under the Labrador Inuit Constitution pursuant to subsection 17.3.3(b);

"Inuit Cultural Material" means any object from the Labrador Inuit Settlement Area, other than Archaeological Material, that is made, modified or used by humans and collected and documented for the interpretation and descriptive study of human culture and that is of cultural importance to Inuit or of value for the information it may give about contemporary, post-contact or pre-contact Inuit, but does not include Archival Records;

"Inuit Domestic Fishery" means the exercise by Inuit of the rights to Harvest Fish referred to in part 13.4;

"Inuit Domestic Harvest" means the exercise by Inuit of the rights to Harvest Wildlife and Plants referred to in part 12.3;

"Inuit Government" means any of the following, individually or in combination:

(a) the Nunatsiavut Government;

(b) any or all of the Inuit Community Governments; or

(c) any or all of the Inuit Community Corporations.

"Inuit Impacts and Benefits Agreement" means an agreement referred to in section 6.7.1, 7.7.2, 7.7.3, or 8.5.7;

"Inuit Law" means a law of the Nunatsiavut Government and includes:

(a) subordinate legislation under a law of the Nunatsiavut Government; and

(b) an Inuit customary law proclaimed, published and registered in accordance with part 17.5;

"Inuk" is the singular of Inuit;

"Inuktitut" means the spoken and written language of Inuit;

"Jurisdictional Boundary" means the boundary between Newfoundland and Labrador and Quebec and between Newfoundland and Labrador and Nunavut. The boundary has been plotted from digital information supplied by the Province and according to that source this boundary has been digitized from the National Topographic Series (NTS) 1:50,000 monochrome map sheets obtained from the Natural Resources Canada Centre for Topographic Information. This boundary has not been surveyed;

"Labrador Inuit Association" means the body corporate of that name organized and existing under the *Corporations Act*;

"Labrador Inuit Constitution" means the constitution established in conformity with part 17.3;

"Labrador Inuit Lands" means the lands referred to in section 4.3.1 as added to or reduced under the Agreement;

"Labrador Inuit Land Claims Area" means the area shown in schedule 1-A;

"Labrador Inuit Settlement Area" means the area referred to in section 4.2.1 and, unless otherwise stated, includes Labrador Inuit Lands, the Inuit Communities and the Zone;

"Land Use Plan" means a regional land use plan approved under part 10.6 and brought into effect under part 10.7 and includes any related regulations, amendments to the plan or the regulations, and a substitute plan;

"Law" includes federal and Provincial Legislation, Inuit Laws, Bylaws, the common law and equity;

"Law of General Application" means federal or Provincial Law but does not include federal or Provincial Legislation that is applicable only to:

(a) Inuit;

(b) Labrador Inuit Lands, Water on Labrador Inuit Lands or resources in Labrador Inuit Lands; or

(c) Inuit Government;

"Legal Proceeding" means any civil, criminal or regulatory proceeding or inquiry in which evidence is or may be given, and includes an arbitration and a proceeding before a board, commission or tribunal;

"Legislation" includes statutes, regulations, ordinances and orders in council;

"Major Development" means a Development within the Labrador Inuit Settlement Area that involves during any five-year period either more than 150 person-years of employment or capital expenditures of more than $40.0 million in constant 1998 dollars;

“Map Atlas” means the series of American National Standards Institute (ANSI) ‘D’ map sheets containing the maps that graphically represent the boundaries of lands illustrated in schedules 4-A, 4-B, 4-C, 4-D, 4-E, 4-F, 5-A, 7-B, 8-A, 9-A, 12-E, 17-A, 17-B, 17-C, 17-D and 17-E of the Agreement. Unless otherwise stated, these maps were created using the National Topographic Data Base (NTDB) 1:50,000 digital topographic base maps, and the digital data files depicting all boundaries as agreed by the Parties;

"Marine Protected Area" means an area that has been designated under section 35 of the *Oceans Act* for special protection;

"Migratory Bird" means a "migratory bird" as defined in the *Migratory Birds Convention Act, 1994*;

"Migratory Bird Sanctuary" means a protection area for Migratory Birds and nests prescribed in a regulation under paragraph 12(1)(i) of the *Migratory Birds Convention Act, 1994*;

"Mineral" means any naturally occurring inorganic substance including gems, precious and base metals, coal and minerals contained in mine tailings, but does not include water, Quarry Materials, stratified deposits other than coal from which Oil can be extracted, or Petroleum;

"Minister" means, in relation to any matter, the responsible minister of Canada or of the Province having jurisdiction over the particular matter;

"Mitigate" means to reduce, eliminate or control the adverse Environmental Effects of a Project or Undertaking, and includes restitution for any damage to the Environment caused by those effects through replacement, restoration, compensation or any other means;

"National Marine Conservation Area" means a "marine conservation area" as defined in subsection 2(1) of the *Canada National Marine Conservation Areas Act*;

"National Marine Conservation Area Reserve" means a "reserve" as defined in subsection 2(1) of the *Canada National Marine Conservation Areas Act*;

"National Park" means a "park" as defined in subsection 2(1) of the *Canada National Parks Act*;

"National Park Reserve" means a "park reserve" as defined in subsection 2(1) of the *Canada National Parks Act*;

"Non-Beneficiary" means a Person who is not enrolled on the Register;

"Nunatsiavut Government" means the government established under the Labrador Inuit Constitution pursuant to subsection 17.3.3(a);

"Official Voters List" means the list of individuals referred to in section 22.4.12;

"Oil" means:

(a) crude oil, regardless of gravity, produced at a well-head in liquid form; and

(b) any other hydrocarbons except coal and gas and, without limiting the generality of the foregoing, hydrocarbons that may be extracted or recovered from deposits of oil sand, bitumen, bituminous sand, oil shale or from other types of deposits in, upon or beneath the soil of the earth, including on the sea bed or the subsoil of the sea bed;

"Park Impacts and Benefits Agreement" means an agreement referred to in section 9.2.2, 9.2.3 or 9.2.4;

"Party" means Canada, the Province or Inuit as represented by Labrador Inuit Association and "Parties" means all of them;

"Permit Holder" means a Person authorized to carry out an Archaeological Activity under a written permit issued by a Permitting Authority as defined in section 15.1.1;

"Person" includes an individual, a partnership, a corporation, a trust, a joint venture, an unincorporated association, a government or any agency or subdivision of a government, and their respective heirs, executors, administrators and other legal representatives;

"Petroleum" means Oil or Gas;

"Petroleum Development" means the development of a Petroleum discovery and includes the drilling of wells and the installation of equipment and facilities for the primary purpose of extracting Petroleum from the subsurface for commercial production;

"Petroleum Exploration" means activities involved in Exploration for Petroleum and includes:

(a) geophysical, geological and geotechnical surveys and related activities carried out for the primary purpose of identifying drilling locations and drilling hazards;

(b) the drilling of wells for the primary purpose of discovering the presence of Petroleum within a defined geological feature; and

(c) the drilling of wells for the primary purpose of delineating the horizontal and vertical extent of a Petroleum discovery, for the purpose of determining the potential for commercial production of Petroleum from the discovery;

"Plant" means any species of plant, other than an Aquatic Plant, that is wild by nature and all seeds, parts and products thereof and includes trees and wild plant species that have been planted or transplanted in the wild by humans;

"Project" means any undertaking, project, work or activity proposed to be located or carried out in the Labrador Inuit Settlement Area that requires an Environmental Assessment;

"Protected Area" means any area of land, Water or ocean of particular significance or that requires special protection, including wilderness and ecological reserves, national Wildlife areas, including Federal Wildlife Areas, Migratory Bird Sanctuaries and Protected Marine Areas, conservation areas, Provincial parks, bird and Wildlife sanctuaries, national historic sites administered by Parks Canada Agency, historic sites or places, marine Wildlife areas and Provincial marine protected areas, but does not include a National Park, National Park Reserve, National Marine Conservation Area, National Marine Conservation Area Reserve or Marine Protected Area;

"Protected Area Agreement" means an agreement referred to in section 9.4.12;

"Protected Marine Area" means an area established as a protected marine area under section 4.1(1) of the *Canada Wildlife Act*;

"Province" means Her Majesty the Queen in right of Newfoundland and Labrador;

"Quarry Material" means a substance used in its natural form for construction or agricultural purposes and includes:

(a) clay, sand, gravel, shale, stone, topsoil, soil, marl, peat and peat moss; and

(b) a mineral, rock or stone capable of being cut or polished for use as an ornament, personal adornment or decoration;

"Ratification Committee" means the committee established under section 22.3.1;

"Recreational Fishing" includes sport fishing;

"Recreational Hunting" includes sport hunting;

"Register" means the register referred to in section 3.6.1;

"Revenue" means:

(a) any Royalty Tax that is received by the Province under the *Mining and Mineral Rights Tax Act*, the *Petroleum and Natural Gas Act*, the *Quarry Materials Act* or the *Mineral Act;*

(b) any Royalty Tax that is received by the Province under any Provincial Legislation to replace or amend the *Mining and Mineral Rights Tax Act*, the *Petroleum and Natural Gas Act*, the *Quarry Materials Act* or the *Mineral Act* or to levy a new or additional Royalty Tax in respect of Subsurface Resources in Newfoundland and Labrador;

(c) any amount that is received by the Province under a tax collection, tax rental, revenue sharing or similar arrangement with Canada or any other jurisdiction in respect of a Royalty Tax referred to in clause (a) or (b) in respect of Subsurface Resources in Newfoundland and Labrador;

(d) any interest or penalty that is received by the Province in respect of a Royalty Tax or an amount referred to in clause (a), (b) or (c); and

(e) where the Province has taken an equity share in a Subsurface Resource Development *in lieu* of Royalty Taxes, the net revenue received by the Province in respect of such share but, for greater certainty, excludes revenue where the Province acquires an interest through a purchase of shares or where it receives a return on the Subsurface Resource Development from the investment of capital or resources other than the Subsurface Resource in respect of which the equity share is taken *in lieu* of Royalty Taxes;

"Royalty Tax" means:

(a) an amount in respect of a Subsurface Resource that is a tax, royalty, rent, fee, excluding a fee levied for administrative purposes, or other payment in the nature of a royalty; and

(b) any other amount that is payable for a right to explore for or exploit a Subsurface Resource or a right of entry or use relating to a right to explore for or exploit a Subsurface Resource;

"Specified Material" means stone including stone suitable for dimension stone, labradorite, chert, sand, gravel, clay, topsoil, soil, shale, marl, peat and peat moss when these substances are used for construction or agricultural purposes only;

"Specified Material Lands" means Labrador Inuit Lands referred to in section 4.3.3 as added to or reduced under the Agreement;

"Sports Fish Camp" means a site, facility, camp or building, constructed, used or operated for purposes of Recreational Fishing with a view to income or gain to the owner or operator;

"Subsurface Interest" means a lease, licence or permit in relation to a Subsurface Resource issued by the Province;

"Subsurface Resource" means Minerals, Petroleum and Quarry Materials but excludes:

(a) Carving Stone and Geothermal Resources in Labrador Inuit Lands; and

(b) Specified Materials in Specified Material Lands;

"Supreme Court" means the Supreme Court of Newfoundland and Labrador, Trial Division;

"Surface Interest" means a lease, licence, easement or permit with respect to land or a surface resource;

"Tidal Waters" means any part of the sea and any part of a river within the ebb and flow of the sea at average spring tides;

"Torngat Joint Fisheries Board" means the board established under section 13.10.1;

"Torngat Wildlife and Plants Co-Management Board" means the board established under section 12.8.1;

"Undertaking" means any undertaking, project, work or activity proposed to be located or carried out outside the Labrador Inuit Settlement Area that requires an Environmental Assessment under the *Canadian Environmental Assessment Act* or the *Environmental Protection Act*;

"Use of Water" means the same as Water Use;

"Voisey's Bay Project" means the Voisey's Bay Project as defined in section 8.1.1;

"Waste" includes residential, municipal, commercial or industrial waterborne or solid wastes, that would, if left untreated, cause an adverse effect, but does not include drainage and storm water collected from natural run-off;

"Water" means surface and subterranean water in liquid or frozen state located in or derived from a natural channel, a lake or other body of inland water but does not include Tidal Waters;

"Water Lot" means an area of Labrador Inuit Lands extending seaward from the ordinary high water mark and includes the land covered by the Tidal Water column;

"Waters Adjacent to the Zone" means those Canadian fisheries waters within the portions of Northwest Atlantic Fisheries Organization Divisions 2G, 2H and 2J adjoining and lying due eastward of the Zone;

"Water Use" means all uses of Water, including diversion, removal, storage and sale of Water and the discharge or release of Waste into Water, but does not include use of Water for Harvesting or navigation;

"Water Use Permit" means:

(a) a licence for a Use of Water;

(b) a permit required for an undertaking or works in relation to Water or an alteration of Water; or

(c) an approval for the discharge or release of Waste into Water,

pursuant to a Law of General Application and includes any other instrument that may be required in relation to Water for a purpose referred to in clause (a), (b) or (c);

"Wildlife" means all species and populations of wild mammals, amphibians and birds and all parts and products thereof, but does not include Fish;

"Work Plan" means a plan for Exploration or quarrying that must be submitted to the Nunatsiavut Government and the Province under subsection 4.11.13(b) and includes a revised work plan submitted under section 4.11.18; and

"Zone" means the Tidal Waters of the Labrador Inuit Settlement Area set out in the Map Atlas (shown for illustrative purposes only in schedule 4-A) and described in appendix A-3 Part 1.

Part 1.2 Interpretation

1.2.1 For purposes of the Agreement:

(a) an individual is ordinarily resident in a place if that individual has a principal, or only, residence, home, lodging or habitation in that place;

(b) an individual may only be ordinarily resident in one place at a time; and

(c) an individual continues to be ordinarily resident in a place if that individual, for a temporary purpose only, leaves his or her principal, or only, residence, home, lodging or habitation in that place with the intention of returning to that place.

1.2.2 There shall be an Inuktitut, an English and a French version of the Agreement. The English and French versions shall be the authoritative versions.

1.2.3 The preamble, the several chapters, the schedules, the appendices to the Agreement and the Map Atlas shall be read together and interpreted as one agreement.

1.2.4 Subject to part 2.15, the Agreement shall be construed according to the Provincial *Interpretation Act*, with any modifications that the circumstances require.

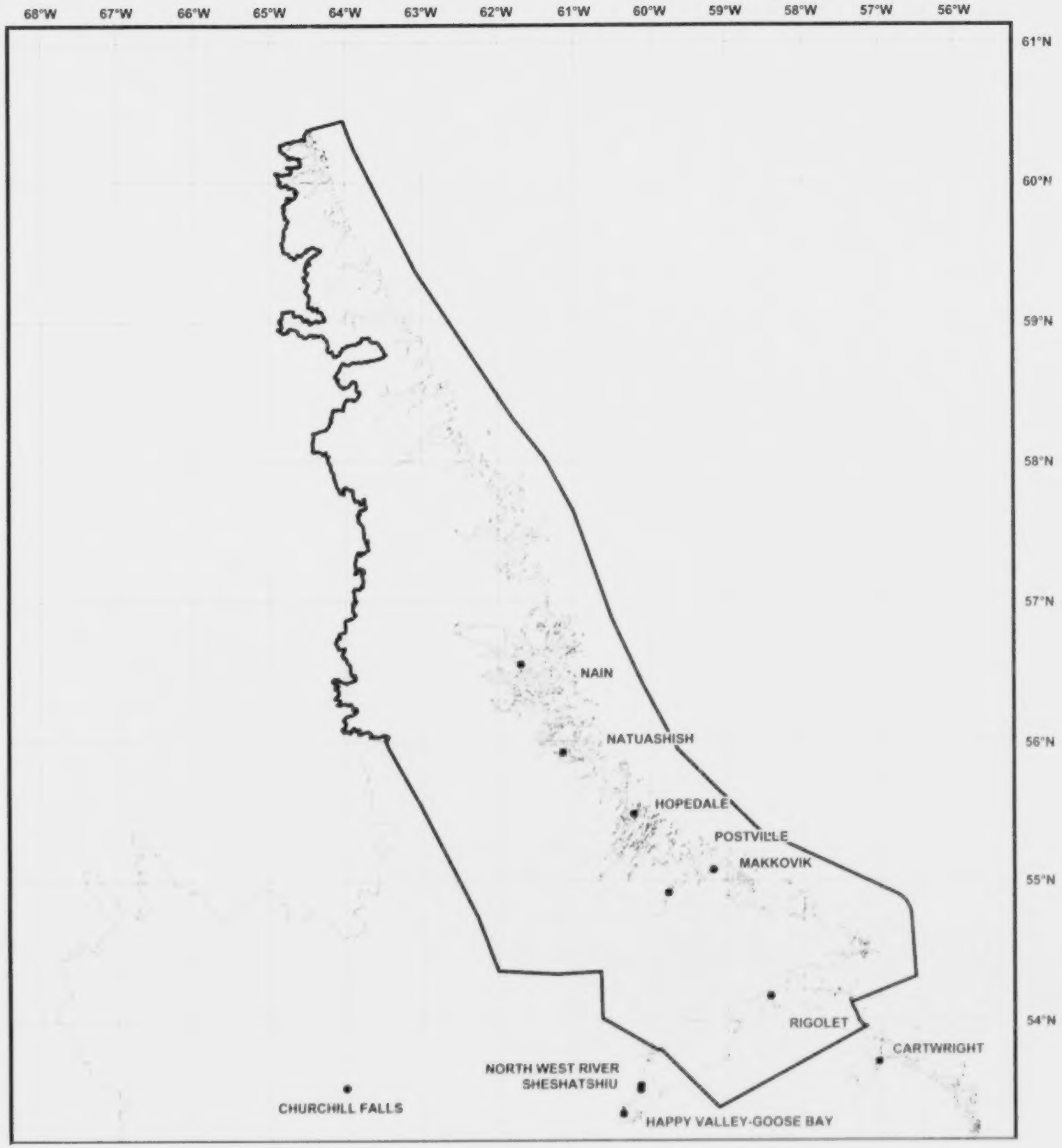
1.2.5 Except where the full citation of Legislation is provided, a reference in the Agreement to Legislation refers to the Legislation as amended from time to time and includes replacement or successor Legislation.

1.2.6 When the Agreement refers to an agency, board or tribunal established under a Law of General Application, the reference includes any Person or entity that replaces the agency, board or tribunal.

1.2.7 All headings are for convenience of reference only and form no part of the Agreement.

1.2.8 Where a word is defined in the Agreement, other parts of speech, and tenses, of the same word have a corresponding meaning.

1.2.9 Unless it is otherwise clear from the context, in the Agreement the word "including" means "including but not limited to" and the word "includes" means "includes but is not limited to".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MAKKOVIK
RIGOLET
CARTWRIGHT
NORTH WEST RIVER
SHESHATSHIU
HAPPY VALLEY-GOOSE BAY
CHURCHILL FALLS

Labrador Inuit Land Claims Agreement

Schedule 1-A

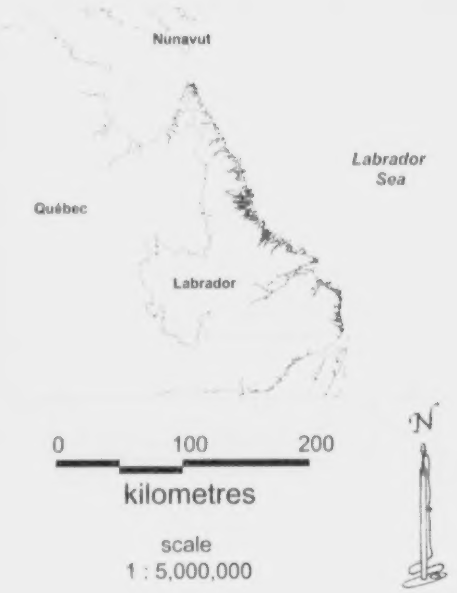
Labrador Inuit Land Claims Area

(section 1.1.1)

This is an authoritative map of the Labrador Inuit Land Claims Area.

legend

☐ Labrador Inuit Land Claims Area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Chapter 2: General Provisions

Part 2.1 Status of Agreement

2.1.1 The Agreement is a treaty and a land claims agreement within the meaning of sections 25 and 35 of the *Constitution Act, 1982*.

Part 2.2 Coming into Effect

2.2.1 The Agreement comes into effect upon its ratification by all Parties as set out in chapter 22.

2.2.2 On the Effective Date, the Nunatsiavut Government becomes the successor of Labrador Inuit Association for purposes of the Agreement.

Part 2.3 Identity as Aboriginal People

2.3.1 Nothing in the Agreement shall be construed so as to deny that:

(a) Inuit are an aboriginal people of Canada; or

(b) Inuit are "Indians" within the meaning of section 91(24) of the *Constitution Act, 1867*.

Part 2.4 Inuit Culture and Language

2.4.1 The right of Inuit to practice Inuit culture and to use Inuktitut shall be exercised in a manner consistent with the Agreement.

Part 2.5 Constitutional Division of Powers

2.5.1 The Agreement does not affect the constitutional distribution of powers between Canada and the Province and does not transfer any powers between Canada and the Province.

Part 2.6 Right to Benefit from Programs

2.6.1 Nothing in the Agreement affects the ability of Inuit to participate in or benefit from Provincial or federal programs of general application or federal programs for aboriginal people except as otherwise specifically agreed by the Nunatsiavut Government under a Fiscal Financing Agreement. Participation in or benefits from those programs shall be determined by general criteria for those programs established from time to time.

2.6.2 Prior to any transfer to the Province of any federal program for Inuit, Canada shall Consult the Nunatsiavut Government.

Part 2.7 Right to Benefit from Existing or Future Constitutional Rights

2.7.1 Subject to part 2.11, nothing in the Agreement affects the ability of Inuit to participate in or benefit from any existing or future constitutional rights for aboriginal peoples of Canada that may be applicable to them.

Part 2.8 Rights as Citizens of Canada

2.8.1 Nothing in the Agreement affects the rights of Inuit as Canadian citizens.

Part 2.9 Status of Lands

2.9.1 Labrador Inuit Lands are not "Lands reserved for the Indians" within the meaning of section 91(24) of the *Constitution Act, 1867*.

Part 2.10 Other Aboriginal Peoples of Canada

2.10.1 Nothing in the Agreement shall be construed to affect, recognize or provide any rights under section 35 of the *Constitution Act, 1982* for any aboriginal peoples of Canada other than Inuit.

2.10.2 If a court of last resort determines that section 2.10.1 has the effect of rendering a provision of the Agreement wholly or partially inoperative or ineffective because such provision would otherwise affect rights under section 35 of the *Constitution Act, 1982* of any aboriginal peoples of Canada other than Inuit, the Parties shall amend the Agreement so as to remedy or replace such provision.

2.10.3 If Canada or the Province enters into a land claims agreement with any aboriginal people of Canada other than Inuit and such land claims agreement adversely affects Inuit rights as set out in the Agreement, Canada and the Province shall, at the request of the Nunatsiavut Government, negotiate an amendment to the Agreement to provide Inuit with additional or replacement rights or other appropriate remedies and if the Parties fail to reach agreement on such amendment within 90 clear days from the commencement of negotiations, any Party may refer the matter to arbitration under chapter 21.

2.10.4 Provisions in overlap agreements, if any, in respect of any overlapping interests between Inuit and other aboriginal peoples of Canada may, with the agreement of the Parties, be set out in the Agreement.

Part 2.11 Certainty

2.11.1 The Agreement:

(a) constitutes the full and final settlement of the aboriginal rights of Inuit in Canada; and

(b) exhaustively sets out the rights in Canada of Inuit that are recognized and affirmed by section 35 of the *Constitution Act, 1982*.

2.11.2 Subject to sections 2.11.3 and 2.11.7, Inuit hereby cede and release to Canada and the Province all the aboriginal rights which Inuit ever had, now have, or may in future claim to have within Canada.

2.11.3 The cession and release in section 2.11.2 does not apply to the aboriginal rights of Inuit in and to Labrador Inuit Lands other than to any aboriginal rights that Inuit ever had, now have, or may in future claim to have in and to Subsurface Resources in Labrador Inuit Lands.

2.11.4 Notwithstanding any common law rule to the contrary, the aboriginal rights of Inuit in and to Labrador Inuit Lands as they existed before the Effective Date, including their attributes and geographic extent, that have not been ceded and released by virtue of section 2.11.3 are, as a result of the Agreement and the Legislation referred to in part 22.8, modified, and continue as modified, as set out in the Agreement.

2.11.5 If, despite the Agreement and the Legislation referred to in part 22.8, it is determined by a court of last resort that Inuit have an aboriginal right in and to Labrador Inuit Lands that is other than, or that is different in attributes or geographical extent from, the rights of Inuit as set out in the Agreement, Inuit, from the Effective Date, cede and release that aboriginal right to Canada and the Province to the extent that the aboriginal right is other than, or different in attributes or geographical extent from, the rights of Inuit as set out in the Agreement.

2.11.6 Inuit release Canada, the Province and all other Persons from all claims, demands, actions or proceedings, of whatever kind, whether known or unknown, that Inuit ever had, now have, or may have in the future, relating to or arising from any act or omission occurring before the Effective Date that may have affected or infringed any aboriginal rights of Inuit in Canada.

2.11.7 Section 2.11.1, the cession and release in section 2.11.2 and the release in section 2.11.6 do not apply to the aboriginal claims and rights, if any, of Inuit in and to lands and waters within the region identified on the map attached as schedule 2-A.

2.11.8 Section 2.11.7 is without prejudice to, and does not affect the respective legal views of, Inuit or Canada regarding the aboriginal claims and rights, if any, of Inuit in and to lands and waters in the region identified on the map attached as schedule 2-A.

Part 2.12 Indemnity

2.12.1 The Nunatsiavut Government will indemnify and forever save harmless Canada or the Province, as the case may be, from all damages, costs, losses, or liabilities that Canada or the Province, respectively, may suffer or incur in connection with or as a result of any suits, actions, causes of action, claims, proceedings, or demands initiated or made after the Effective Date by Inuit against Canada or the Province relating to or arising from:

(a) the aboriginal rights ceded and released under section 2.11.2;

(b) any act or omission by Canada or the Province before the Effective Date that may have affected or infringed any aboriginal right that has not been ceded and released by virtue of section 2.11.3; and

(c) the existence of an aboriginal right that is determined to be other than or different in attribute or geographical extent from the rights of Inuit as set out in the Agreement.

2.12.2 The costs referred to in section 2.12.1 do not include fees and disbursements of lawyers and other professional advisors.

2.12.3 Canada or the Province, as the case may be, shall vigorously defend any suit, action, claim, demand or proceeding referred to in section 2.12.1 and shall not compromise or settle any suit, action, claim, demand or proceeding without the consent of the Nunatsiavut Government.

2.12.4 For greater certainty, the right of a Party to be indemnified under section 2.12.1 does not extend to any suit, action, claim, demand, proceeding, damage, cost, loss, liability or entitlement that relates to or arises from its failure to carry out its obligations under the Agreement.

2.12.5 Canada indemnifies and saves harmless Inuit, the Nunatsiavut Government, and Labrador Inuit Association from any suit, action, claim, demand, proceeding, damage, cost, loss, liability and entitlement, whether known or unknown, that is initiated, made or incurred after the Effective Date against Inuit, the Nunatsiavut Government or Labrador Inuit Association by any Person other than an Inuk, the Nunatsiavut Government or Labrador Inuit Association that arises from the Harvesting rights of Inuit under chapter 12, for Migratory Birds, and under chapter 13, for Fish and Aquatic Plants, where that suit, action, claim, demand, proceeding, damage, cost, loss, liability or entitlement relates to the effect of those Inuit rights on any Harvesting rights of the Person initiating, making or incurring the suit, action, claim, demand, proceeding, damage, cost, loss, liability or entitlement.

2.12.6 Inuit, the Nunatsiavut Government and Labrador Inuit Association, as the case may be, shall vigorously defend any suit, action, claim, demand or proceeding referred to in section 2.12.5 and shall not compromise or settle any suit, action, claim, demand or proceeding without the consent of Canada.

Part 2.13 Invalidity

2.13.1 No Party shall challenge, or support a challenge to, the validity of the Agreement or any provision of the Agreement.

2.13.2 No Party shall have a claim or cause of action based on a finding that any provision of the Agreement is invalid. Nothing in this section shall be construed so as to prevent a claim or cause of action under part 2.12.

2.13.3 If a court of competent jurisdiction finds any provision of the Agreement to be invalid, the Parties shall make best efforts to amend the Agreement or to agree on other measures to remedy the invalidity or replace the invalid provision.

Part 2.14 Litigation

2.14.1 Where a Beneficiary has a right of action that relates to or arises from the Agreement, the Designated Inuit Organization may initiate and carry on the action on behalf of that Beneficiary.

2.14.2 If in any Legal Proceeding a question is raised respecting the interpretation, validity or application of the Agreement, the Legislation referred to in part 22.8, or federal or Provincial Legislation made for purposes of implementing the Agreement, the question shall not be heard until reasonable prior notice has been given to the Parties.

2.14.3 A Party is entitled, as of right, to be heard with respect to a question referred to in section 2.14.2 and shall be considered a party to the Legal Proceeding for the purpose of an appeal from an adjudication as to such question or for the purpose of a judicial review of the Legal Proceeding or an order or decision made in the Legal Proceeding.

Part 2.15 Application of Laws

2.15.1 Subject to sections 2.15.2 to 2.15.5, federal and Provincial Laws apply to Inuit, Inuit Government, Labrador Inuit Lands and Community Lands.

2.15.2 If there is an inconsistency or a conflict between federal or Provincial Law and the Agreement, the Agreement prevails to the extent of the inconsistency or conflict.

2.15.3 If there is an inconsistency or a conflict between the Legislation referred to in part 22.8 and any other Law, the Legislation referred to in part 22.8 prevails to the extent of the inconsistency or conflict.

2.15.4 Subject to section 2.15.3, if there is an inconsistency or a conflict between federal Legislation made for purposes of implementing the Agreement and any other federal Legislation, the federal Legislation made for purposes of implementing the Agreement prevails to the extent of the inconsistency or conflict.

2.15.5 Subject to section 2.15.3, if there is an inconsistency or a conflict between Provincial Legislation made for purposes of implementing the Agreement and any other Provincial Legislation, the Provincial Legislation made for purposes of implementing the Agreement prevails to the extent of the inconsistency or conflict.

2.15.6 If there is an inconsistency or a conflict between an Inuit Law or a Bylaw and the Agreement, the Agreement prevails to the extent of the inconsistency or conflict.

Part 2.16 Amending the Agreement

2.16.1 Unless otherwise provided in the Agreement, an amendment to the Agreement shall require the consent of the Parties and:

(a) Canada will give its consent by an order of the Governor in Council;

(b) the Province will give its consent by an order of the Lieutenant-Governor in Council; and

(c) Inuit will give their consent by a resolution of the Designated Inuit Organization.

2.16.2 An amendment to the Agreement takes effect on the date agreed to by the Parties to the amendment, but if no date is agreed to, on the date that the last Party required to consent to the amendment gives its consent.

Part 2.17 Entire Agreement

2.17.1 The Agreement is the entire agreement and there is no representation, warranty, collateral agreement or condition affecting the Agreement unless otherwise provided in the Agreement.

Part 2.18 Charter of Rights and Freedoms

2.18.1 The *Canadian Charter of Rights and Freedoms* applies to Inuit Government in respect of all matters within its authority.

Part 2.19 Disclosure of Information

2.19.1 No Government is required to disclose any information that it is required or entitled to withhold under any Law relating to access to or privacy of information.

2.19.2 If a Government has a discretion to disclose any information, it shall take the Agreement into account in exercising that discretion.

Part 2.20 Communications

2.20.1 Communications from Inuit Government:

(a) to Canada, shall be in one of Canada's official languages; and

(b) to the Province, shall be in English.

2.20.2 Communications from Canada or the Province to Inuit Government shall be in English or at the sole discretion of Canada or the Province, as the case may be, in Inuktitut.

2.20.3 For greater certainty, nothing in section 2.20.2 abrogates or derogates from any right, privilege or obligation with respect to the official languages of Canada that Inuit Government may have under the Constitution of Canada.

2.20.4 Unless otherwise set out in the Agreement, notice between any two Parties or among all Parties under the Agreement must be in writing and be:

(a) delivered personally or by courier;

(b) transmitted by fax;

(c) transmitted by e-mail; or

(d) mailed by prepaid registered post in Canada.

2.20.5 A notice is considered to have been received:

(a) if delivered personally or by courier on the day it was delivered;

(b) if transmitted by fax and the sender receives confirmation of the transmission on the date of receipt;

(c) if transmitted by e-mail and the sender received a delivery or a "read" receipt or an e-mail acknowledgment of receipt on the date of receipt; or

(d) if mailed by prepaid registered post in Canada, on the day the postal receipt is acknowledged by the addressee.

2.20.6 The Parties may agree to give, make or deliver a notice by a means other than one provided in section 2.20.4.

2.20.7 The Parties will provide to each other addresses for delivery of communications under the Agreement, and subject to section 2.20.8, will deliver a communication to the address provided by each other Party.

2.20.8 If no other address for delivery of a particular communication has been provided by a Party, a communication will be delivered, transmitted, or mailed to the intended recipient as set out below:

For: **Canada**
Attention: Minister of Indian Affairs and Northern Development
House of Commons
Confederation Building
Ottawa, Ontario
K1A 0A6
Fax Number: 819-953-4941

For: **the Province**
Attention: Minister Responsible for Aboriginal Affairs
Department of Labrador and Aboriginal Affairs
P.O. Box 8700
St. John's, Newfoundland and Labrador
A1B 4J6
Fax Number: 709-729-4900

For: **Nunatsiavut Government**
Attention: The President
P.O. Box 70
Nain, Newfoundland and Labrador
A0P 1L0
Fax Number: 709-922-2931

2.20.9 A Party may change its address or fax number specified in section 2.20.8 by giving a notice of the change to the other Parties.

Part 2.21 Warranty of Representation

2.21.1 Labrador Inuit Association represents and warrants to Canada and the Province that it represents Inuit.

Part 2.22 Conflict of Laws

2.22.1 Notwithstanding any other provision of the Agreement, if there is a Conflict between a Law of General Application and a valid Inuit Law or a valid Bylaw that has an incidental impact on:

(a) a matter in respect of which the Nunatsiavut Government or an Inuit Community Government does not have jurisdiction; or

(b) a matter in respect of which an Inuit Law or a Bylaw does not have paramountcy over federal or Provincial Law,

the Inuit Law or the Bylaw is valid but, with respect to the incidental impact, the Law of General Application prevails to the extent of the Conflict.

2.22.2 Notwithstanding any other provision of the Agreement, if there is a Conflict between an Inuit Law or a Bylaw and:

(a) a federal Law in relation to the peace, order and good government of Canada; or

(b) a federal Law that relates specifically to the criminal law or criminal procedure, the recognition and protection of human rights of all Canadians, or the protection of health and safety of all Canadians,

the federal Law prevails to the extent of the Conflict.

2.22.3 When considering an apparent Conflict between an Inuit Law or a Bylaw and a federal or Provincial Law, a court shall prefer any reasonable interpretation of the Laws that avoids a Conflict over any alternative interpretation that results in a Conflict.

2.22.4 Wherever a provision of the Agreement establishes a rule with respect to a Conflict of Laws, that rule applies to any Law made by a delegate.

Part 2.23 Inconsistency of Laws

2.23.1 For purposes of sections 4.8.2, 13.9.3, 17.8.6, 17.12.6, 17.13.5, 17.24.3 and 17.25.2, Laws are not inconsistent merely because they make provision for the same subject matter.

Part 2.24 Negotiations under the Agreement

2.24.1 Where the Agreement requires a Person to negotiate a matter, that Person shall negotiate in good faith.

Part 2.25 Vacancies in Appointments under the Agreement

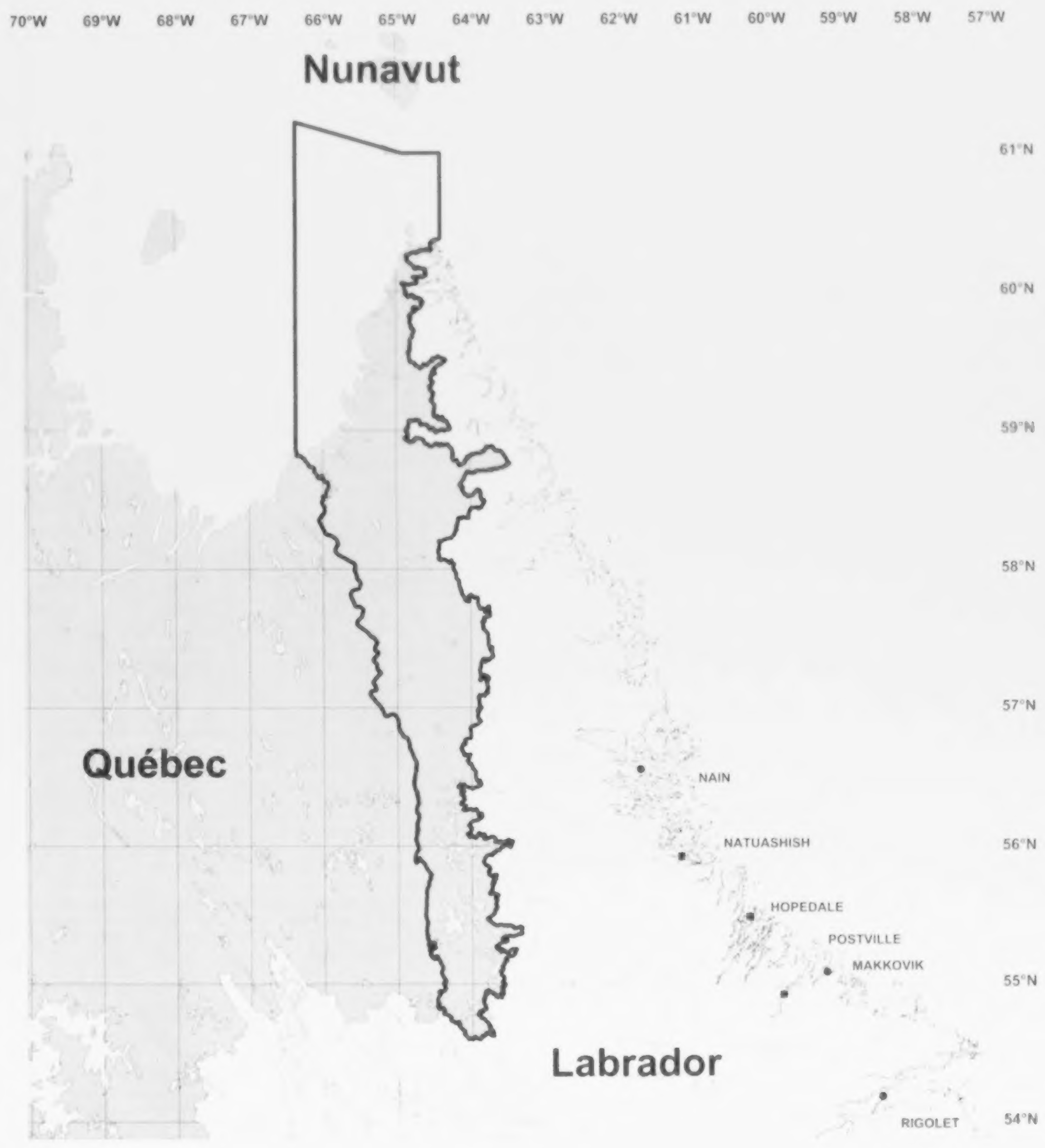
2.25.1 If a vacancy occurs in the membership of a board established under the Agreement prior to the expiry of the member's term, the replacement member shall be appointed for the unexpired portion of the term unless the Parties agree, in writing, that the replacement member shall be appointed for a full term.

Labrador Inuit Land Claims Agreement

Schedule 2-A

Area excluded from cession and releases under part 2.11

This is an authoritative map of the area excluded from cession and releases under part 2.11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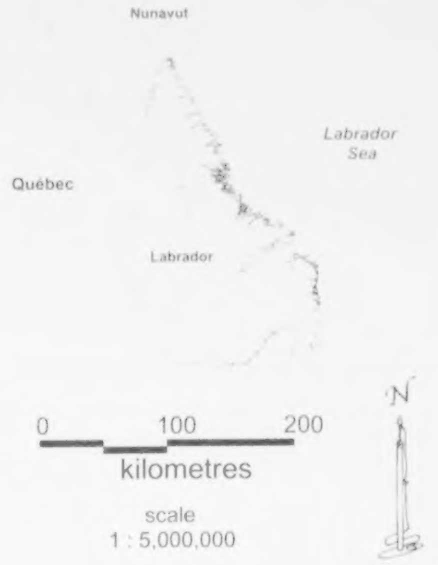
POSTVILLE
MAKKOVIK
RIGOLET

legend

☐ area excluded from cession and releases under part 2.11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Chapter 3: Eligibility and Enrolment

Part 3.1 Definitions and Interpretation

3.1.1 In this chapter:

"Appellant" means anyone who appeals a Committee decision under section 3.5.14 or 3.10.9;

"Board" means the Inuit membership appeal board established under section 3.10.1;

"Board Member" means an individual appointed to the Board under section 3.10.2;

"Commission" means the enrolment appeal commission established under section 3.5.1;

"Commissioner" means an individual appointed to the Commission under section 3.5.2;

"Committee" means an Enrolment Committee or a Membership Committee;

"Criteria" means the standards for eligibility to be enrolled on the Register that are set out in section 3.3.2, 3.3.3, 3.3.4, 3.3.5 or 3.3.6;

"*Federal Court Act*" means the *Federal Court Act*, R.S.C. 1985, c. F-7 as amended by c. 8 of the Statutes of Canada, 1990;

"Inuit" means all those members of the aboriginal people of Labrador, sometimes known as Eskimos, that has traditionally used and occupied and currently uses and occupies the lands, waters and sea ice of the Labrador Inuit Land Claims Area, or any Region. "Inuit" does not include beneficiaries of:

(a) the "James Bay and Northern Québec Agreement";

(b) the "Inuvialuit Final Agreement"; or

(c) the "Agreement between the Inuit of the Nunavut Settlement Area and Her Majesty the Queen in Right of Canada";

"Inuk" is the singular of Inuit;

"Kablunângajuit" is the plural of Kablunângajuk;

"Kablunângajuk" means an individual who is given that designation according to Inuit customs and traditions and who has:

(a) Inuit ancestry;

(b) no Inuit ancestry but who settled permanently in the Labrador Inuit Land Claims Area before 1940; or

(c) no Inuit ancestry, but:

  (i) is a lineal descendant of an individual referred to in clause (b); and

  (ii) was born on or before November 30th, 1990;

"Membership Committee" means a Regional committee established under section 3.9.1 for the ongoing enrolment of Beneficiaries;

"Permanent Resident" means an individual who has lived in a place for a period of not less than 180 consecutive days as his or her main place of residence and who continues to live there. An individual can be a Permanent Resident of only one place at a time. Temporary absence from a place does not affect an individual's place of residence;

"Preliminary List" means the list referred to in subsection 3.4.7(c) of individuals eligible to be enrolled on the Register;

"Region" means one of the following Inuit land use regions within the Labrador Inuit Land Claims Area:

(a) Nain and north of Nain;

(b) Hopedale;

(c) Makkovik and Postville; and

(d) Rigolet and Lake Melville; and

"Regional Membership List" means the part of the Register that lists the Beneficiaries who are Permanent Residents of, or who are connected to, a Region and that is maintained by the Membership Committee for that Region under subsection 3.9.3(c).

3.1.2 For purposes of this chapter, an individual who is not a Permanent Resident of the Labrador Inuit Settlement Area is connected to the Labrador Inuit Settlement Area if he or she:

(a) was born in the Labrador Inuit Land Claims Area; or

(b) is the child of an individual who was born in the Labrador Inuit Land Claims Area; or

(c) is the grandchild of at least two individuals who:

  (i) were born in the Labrador Inuit Land Claims Area; and

(ii) are Permanent Residents of the Labrador Inuit Land Claims Area or were Permanent Residents of the Labrador Inuit Land Claims Area when they died; and

(d) has associations with the Labrador Inuit Land Claims Area or a Region and close kinship ties to Inuit or Kablunângajuit who are Permanent Residents of the Labrador Inuit Land Claims Area, and those associations and ties are recognized by Inuit or Kablunângajuit other than that individual's kin who are Permanent Residents of the Labrador Inuit Land Claims Area.

3.1.3 For purposes of clause 3.1.2(c)(ii):

(a) an individual is deemed to be a Permanent Resident of the Labrador Inuit Land Claims Area if he or she was a Permanent Resident of the Labrador Inuit Land Claims Area but moved outside the Labrador Inuit Land Claims Area to obtain nursing or other support services in a home or facility for the care of the elderly or for medical care in a health care facility; and

(b) an individual referred to in subsection (a) is deemed to be a Permanent Resident of the Labrador Inuit Land Claims Area at the time of his or her death if he or she died outside the Labrador Inuit Land Claims Area in a facility referred to in subsection (a).

3.1.4 If an individual is connected to the Labrador Inuit Settlement Area under section 3.1.2 but a full sibling of that individual is not, the sibling is absolutely deemed to be connected to the Labrador Inuit Settlement Area for purposes of the Criteria, despite anything in subsections 3.1.2(a), 3.1.2(b) and 3.1.2(c).

3.1.5 For purposes of this chapter, an individual is absolutely deemed to have been born in the Labrador Inuit Land Claims Area if:

(a) that individual was born outside the Labrador Inuit Land Claims Area solely because that individual's mother had to leave the Labrador Inuit Land Claims Area in order to give birth; and

(b) that individual's mother or father was a Permanent Resident of the Labrador Inuit Land Claims Area at the time of that individual's birth.

3.1.6 For purposes of this chapter:

(a) anyone who is a Permanent Resident of Davis Inlet, also known as Utshimasits, or Natuashish is absolutely deemed to be a Permanent Resident of the Labrador Inuit Settlement Area; and

(b) anyone who was born in one of those communities is absolutely deemed to have been born in the Labrador Inuit Land Claims Area.

Part 3.2 Enrolment Functions of the Nunatsiavut Government

3.2.1 The Nunatsiavut Government is generally responsible for coordinating the enrolment procedures set out in this chapter and, for that purpose, may make laws that are not inconsistent with this chapter.

3.2.2 The Nunatsiavut Government shall, without limitation:

(a) publish, in English and Inuktitut, the Criteria and the enrolment procedures and time limitations established under this chapter;

(b) prepare and provide information in English and Inuktitut that is needed by the Committees to conduct the initial and the ongoing enrolment of Beneficiaries;

(c) redirect applications for enrolment submitted directly to it, or made to an inappropriate Committee, to the appropriate Committee; and

(d) carry out other appropriate duties and functions.

3.2.3 The Nunatsiavut Government may delegate responsibility for the administration of Inuit Laws under section 3.2.1 to the Committees.

Part 3.3 Eligibility Criteria

3.3.1 An individual is eligible to be enrolled on the Register if that individual meets the Criteria.

3.3.2 An individual shall be enrolled on the Register if, on the Effective Date, that individual is alive and is:

(a) a Canadian citizen or a permanent resident of Canada under federal Legislation;

(b) an Inuk pursuant to Inuit customs and traditions and is of Inuit ancestry, or is a Kablunângajuk; and

(c) either:

  (i) a Permanent Resident of the Labrador Inuit Settlement Area; or

  (ii) a Permanent Resident of a place outside the Labrador Inuit Settlement Area but is connected to the Labrador Inuit Settlement Area.

3.3.3 An individual who has at least one-quarter Inuit ancestry is eligible to be enrolled on the Register if that individual is a Canadian citizen or a permanent resident of

Canada under federal Legislation despite anything in section 3.3.2 or 3.3.4 to the contrary.

3.3.4 Anyone who is born after the Effective Date who is a lineal descendant of someone who was enrolled or eligible to be enrolled on the Register under section 3.3.2 or 3.3.3 shall be enrolled on the Register if that individual is:

(a) a Canadian citizen or a permanent resident of Canada under federal Legislation;

(b) an Inuk pursuant to Inuit customs and traditions and is of Inuit ancestry or is a Kablunângajuk under clause (a) of the definition of "Kablunângajuk"; and

(c) either:

(i) a Permanent Resident of the Labrador Inuit Settlement Area; or

(ii) a Permanent Resident of a place outside the Labrador Inuit Settlement Area but is connected to the Labrador Inuit Settlement Area.

3.3.5 Anyone who is not an Inuk or Kablunângajuk and who:

(a) was adopted as a minor prior to the Effective Date by an individual who is eligible to be enrolled on the Register under section 3.3.2 or 3.3.3, or who would have been eligible to be enrolled under one of those sections if that individual had been alive on the Effective Date; or

(b) is adopted as a minor by a Beneficiary after the Effective Date,

is absolutely deemed to be a lineal descendant of his or her adoptive parents and to have the same ancestry that he or she would have had if he or she were a natural child of the adoptive parents.

3.3.6 No individual can be enrolled as a Beneficiary under the Agreement while that individual is enrolled under another Canadian aboriginal land claims agreement.

3.3.7 Anyone who is eligible to be enrolled under both the Agreement and another Canadian aboriginal land claims agreement may choose to be enrolled under the Agreement if that individual gives up his or her rights, benefits or privileges under the other agreement while enrolled under this Agreement.

Part 3.4 Enrolment Committees

3.4.1 The Nunatsiavut Government shall establish an enrolment committee for each Region on the Effective Date.

3.4.2 Each Enrolment Committee must consist of at least three and no more than six members appointed by the Nunatsiavut Government.

3.4.3 All members of the Enrolment Committees must be Inuit or Kablunângajuit.

3.4.4 At least one member of each Region's Enrolment Committee must be an Inuk or Kablunângajuk from that Region who is a Permanent Resident of a place outside the Labrador Inuit Settlement Area.

3.4.5 The Province and the federal Minister may each appoint one individual to each of the Enrolment Committees as an observer and each observer:

(a) must be given written notice of all meetings of the Enrolment Committee;

(b) must be given access to all records pertaining to proceedings and decisions of the Enrolment Committee; and

(c) may attend all meetings and observe all proceedings of the Enrolment Committee.

3.4.6 An observer is not a member of an Enrolment Committee for any purpose and shall not participate in the proceedings or decisions of an Enrolment Committee.

3.4.7 Each Enrolment Committee shall:

(a) consider all applications for enrolment properly before it;

(b) decide if each applicant for enrolment is entitled to be enrolled on the Register; and

(c) make a preliminary list of people who are Permanent Residents of, or who are connected to, its Region who are entitled to be enrolled on the Register.

3.4.8 Before the expiry of 180 clear days from the Effective Date each Enrolment Committee shall:

(a) complete its determination as to which individuals are entitled to be Beneficiaries under part 3.3;

(b) deliver the Preliminary List to the Nunatsiavut Government; and

(c) publish the Preliminary List.

3.4.9 Each Enrolment Committee shall deliver to its Region's Membership Committee all documents and other information in its possession or control.

3.4.10 The Enrolment Committee for each Region shall dissolve when the Region's Membership Committee has been established and the Enrolment Committee has met the requirements of section 3.4.9.

Part 3.5 Enrolment Appeal Commission

3.5.1 On the Effective Date an enrolment appeal commission shall be established to hear and determine:

(a) all appeals referred to in section 3.5.14;

(b) all matters referred back to it by the Federal Court; and

(c) applications referred to in section 3.11.12.

3.5.2 The Commission must consist of seven commissioners appointed as follows:

(a) one Inuk or Kablunângajuk from each Region appointed by the Nunatsiavut Government;

(b) one Inuk or Kablunângajuk from outside the Labrador Inuit Settlement Area appointed by the Nunatsiavut Government;

(c) one appointed by the Province; and

(d) one appointed by the Minister of Indian Affairs and Northern Development.

3.5.3 No member of the Nunatsiavut Government and no Committee member may be appointed as a Commissioner.

3.5.4 A Commissioner holds office until the Commission is dissolved or until the Commissioner resigns, dies or is removed for cause by the Government that appointed the Commissioner. A vacancy shall be filled promptly by the Government that appointed the Commissioner.

3.5.5 The Commissioners shall select a chairperson from among their number.

3.5.6 Subject to section 3.5.7, the Commissioners appointed by the Province and the Minister of Indian Affairs and Northern Development are entitled to participate fully in all hearings and decisions of the Commission.

3.5.7 The Commissioners appointed by the Province and the Minister of Indian Affairs and Northern Development may not participate in hearings or decisions about the existence, content or application of Inuit customs and traditions but may observe all such hearings and the making of all such decisions.

3.5.8 A panel of Commissioners comprising the Commissioners appointed by the Nunatsiavut Government has the exclusive jurisdiction to hear and decide all matters respecting the existence, content or application of Inuit customs and traditions that relate to appeals, matters and applications before the Commission under section 3.5.1 and the Commission as a whole has the exclusive jurisdiction to hear and decide all other matters that may be raised in an appeal, matter or application before the Commission under section 3.5.1.

3.5.9 Upon determining an appeal the Commission shall give the reasons, in writing, for its decision to the Appellant and written notice of its decision to the Nunatsiavut Government.

3.5.10 The Commission must make best efforts to hear and determine all appeals referred to in section 3.5.14 within one year of the Effective Date.

3.5.11 The Commission may establish rules for conducting its proceedings consistent with this part and may extend the time referred to in section 3.5.16.

3.5.12 The Commission is dissolved 60 clear days from hearing and determining all appeals, matters and applications before it under section 3.5.1.

3.5.13 Prior to its dissolution, the Commission shall deliver to the Board all its records.

3.5.14 Anyone whose enrolment as a Beneficiary is directly affected by a final decision of an Enrolment Committee may appeal that decision to the Commission in accordance with this part.

3.5.15 An appeal shall proceed as a re-hearing at which the Appellant may introduce additional evidence.

3.5.16 An appeal must be made within 30 clear days from the date on which the Appellant received the written reasons referred to in subsection 3.11.10(c). An appeal must be made by filing a written notice of appeal with the Commission.

Part 3.6 The Labrador Inuit Enrolment Register

3.6.1 The Nunatsiavut Government shall prepare and maintain a register that contains the name of each individual who is determined to be a beneficiary of the Agreement under this chapter.

Part 3.7 Publication of Register

3.7.1 The Nunatsiavut Government shall publish the Register within one year from the Effective Date. The Nunatsiavut Government shall give a copy of the Register to each of Canada and the Province.

3.7.2 After the Register is published under section 3.7.1, the Nunatsiavut Government shall:

(a) update the Register at least once a year; and

(b) give a copy of the updated Register to each of Canada, the Province and the Membership Committees.

3.7.3 If requested, the Nunatsiavut Government shall make the Register or extracts from it available to the public. It may charge a reasonable fee to recover its administrative costs for doing so.

Part 3.8 Removal of Names From Register

3.8.1 An individual may choose not to be enrolled on the Register by giving written notice to the Nunatsiavut Government. The name of that individual must either not be entered on the Register or be removed from the Register.

3.8.2 If a Membership Committee or, in the case of an appeal, the Board determines that an individual enrolled on the Register is not eligible to be enrolled on the Register under the Criteria, that individual must be removed from the Register. In making such a determination the Membership Committee or Board shall follow the procedures set out in part 3.11.

Part 3.9 Membership Committees

3.9.1 On the date the Register is published under section 3.7.1 the Nunatsiavut Government shall establish a membership committee for each Region in accordance with this part.

3.9.2 Members of each Membership Committee must be Beneficiaries who are enumerated on the Regional Membership List for the relevant Region.

3.9.3 Each Membership Committee must:

(a) consider all applications for enrolment properly before it;

(b) decide if an applicant for enrolment is entitled to be enrolled on the Register under the Criteria;

(c) maintain the list of Beneficiaries who are Permanent Residents of or connected to the Region;

(d) inform the Nunatsiavut Government of the individuals who:

(i) the Membership Committee determines are to be enrolled on or to have their names removed from the Register or transferred to or from another Regional Membership List; or

(ii) have enrolled as a beneficiary of another Canadian aboriginal land claims agreement; and

(e) perform the functions assigned to it in section 3.8.2.

Part 3.10 The Inuit Membership Appeal Board

3.10.1 On the date the Register is published under section 3.7.1, the Nunatsiavut Government shall establish the Inuit membership appeal board to hear and determine:

(a) all appeals referred to in section 3.10.9;

(b) all matters referred back to it by the Federal Court; and .

(c) applications referred to in section 3.11.12.

3.10.2 The Board must have one member who is a Beneficiary enumerated on the Regional Membership List for each Region appointed by the Nunatsiavut Government and one other Beneficiary.

3.10.3 No member of the Nunatsiavut Government and no Committee member may be appointed as a Board Member.

3.10.4 A Board Member holds office for two years or until a successor is appointed, whichever is the longer, unless prior to that time the Board Member resigns, dies or is removed from office.

3.10.5 The Board members shall select a chairperson from among their number.

3.10.6 The Board has the exclusive jurisdiction to hear and decide all appeals, matters and applications referred to in section 3.10.1.

3.10.7 Upon determining an appeal the Board shall give the reasons, in writing, for its decision to the Appellant and written notice of its decision to the Nunatsiavut Government.

3.10.8 The Board may establish rules for conducting its proceedings consistent with this part and may extend the time referred to in section 3.10.11.

3.10.9 Anyone whose enrolment as a Beneficiary is directly affected by a final decision of a Membership Committee may appeal that decision to the Board in accordance with this part.

3.10.10 An appeal shall proceed as a re-hearing at which the Appellant may introduce additional evidence.

3.10.11 An appeal must be made within 30 clear days from the date on which the Appellant received the reasons under subsection 3.11.10(c). An appeal must be made by filing a written notice of appeal with the Board.

Part 3.11 Enrolment Procedures

3.11.1 Anyone who wishes to enrol as a Beneficiary must apply to the appropriate Committee and provide all necessary information in support of his or her application.

3.11.2 Anyone enumerated on the Official Voters List will be considered for enrolment as a Beneficiary and does not have to supply any further information unless asked to do so.

3.11.3 The parent or guardian of someone under a legal disability may act on that individual's behalf for purposes of this chapter.

3.11.4 Anyone who was enrolled on the Register as a minor must reapply for enrolment on the Register upon reaching the age of majority and must meet the Criteria for enrolment at that time.

3.11.5 All proceedings and written records of each Committee, the Commission and the Board shall be in Inuktitut and English.

3.11.6 If a Committee makes a preliminary decision that an individual:

(a) is not entitled to be enrolled on the Register under part 3.3; or

(b) should have his or her name removed from the Register under section 3.8.2,

then, before the Committee makes a final decision, it shall, by written request, ask the individual to make oral or written representations to the Committee explaining why he or she should be enrolled on, or should not have his or her name removed from, the Register.

3.11.7 Anyone who receives a request referred to in section 3.11.6 has 30 clear days from receipt of the request to make written representations to the Committee or to request a date to make oral representations to the Committee. A Committee may extend the time referred to in this section.

3.11.8 A Committee must set a date to hear oral representations no later than 60 clear days from receiving a request.

3.11.9 An individual is deemed to have received a request from a Committee seven clear days from the date on which the request is made.

3.11.10 A Committee must:

(a) make a decision on a matter referred to in section 3.11.6;

(b) give the reasons for its decision in writing;

(c) give a copy of the reasons to the individual affected by the decision; and

(d) notify that individual in writing of his or her right to appeal the Committee's decision and of the body to which the appeal must be made.

3.11.11 Every order, decision or ruling of a Committee, other than a preliminary decision referred to in section 3.11.6, is final and shall not be appealed or reviewed except in accordance with part 3.5 or 3.10.

3.11.12 If a Committee does not make a decision referred to in subsection 3.11.10(a) within 60 clear days from the date on which it makes a preliminary decision referred to in section 3.11.6 or received representations under section 3.11.7, whichever is the later, the affected individual may apply to the Commission or the Board, as appropriate, to make the decision.

3.11.13 Subject to sections 3.11.11 and 3.11.12, a Committee has the exclusive jurisdiction to hear and determine all matters properly before it.

Part 3.12 Judicial Review of Commission and Board Decisions

3.12.1 No order, decision or ruling of the Commission or the Board may be appealed. Every order, decision or ruling of the Commission or the Board is final and may not be reviewed in any court except as permitted by this part.

3.12.2 Notwithstanding sections 3.5.8 and 3.10.6, an application for judicial review of an order, decision or ruling of the Commission or the Board may be made to the Federal Court by the individual directly affected by the order, decision or ruling within 30 clear days from the date on which the order, decision or ruling was received by that individual, or within any additional time that a judge of the Federal Court may allow.

3.12.3 After hearing an application under section 3.12.2 the Federal Court may:

(a) order the Commission or the Board to do anything it has unlawfully failed or refused to do or has unreasonably delayed in doing;

(b) decide a decision, order, act or proceeding of the Commission or the Board to be invalid or unlawful;

(c) quash, set aside or set aside and refer back for determination in accordance with any directions it considers to be appropriate a decision, order, act or proceeding of the Commission or the Board; or

(d) prohibit or restrain a decision, order, act or proceeding of the Commission or the Board.

3.12.4 The Federal Court may grant a remedy referred to in section 3.12.3 if it is satisfied that the Commission or the Board:

(a) acted without jurisdiction, acted beyond its jurisdiction or refused to exercise its jurisdiction;

(b) failed to observe a principle of natural justice, procedural fairness or other procedure that it was required by Law to observe;

(c) erred in Law in making a decision or an order, whether or not the error appears on the face of the record;

(d) based its decision or order on an error of fact made in a perverse or capricious manner or without regard for the material before it;

(e) acted, or failed to act, as a result of fraud or perjured evidence; or

(f) acted in any other way contrary to Law.

3.12.5 Subject to sections 3.12.2, 3.12.3 and 3.12.4, the *Federal Court Act* applies to an application for judicial review under this part as if the Commission or the Board were a federal board, commission or other tribunal under the *Federal Court Act*, except that subsections 18.1(1), 18.1(2) and 18.3(2) of the *Federal Court Act* do not apply.

Part 3.13 Proof of Enrolment

3.13.1 The Nunatsiavut Government must provide each Beneficiary with a card that identifies that individual as a Beneficiary.

3.13.2 The card referred to in section 3.13.1 is non-transferable and is rebuttable proof that the individual named on it is a Beneficiary.

3.13.3 In any Legal Proceeding a copy of, or extract from, the Register shall be admitted as evidence of the Register or extract if it is proved by the affidavit of an officer of the Nunatsiavut Government. It is not necessary to prove the signature or official status of the individual making the affidavit if the official status of that individual is set out in the affidavit.

Part 3.14 Evidence and Immunity

3.14.1 The Committees, the Commission and the Board are not bound by strict rules of evidence.

3.14.2 In any proceeding before a Committee, the Commission or the Board, evidence about the existence or content of Inuit customs and traditions is admissible in the proceeding if the individual giving the evidence has special knowledge or experience of Inuit customs and traditions even though the evidence may be hearsay or opinion.

3.14.3 If, in any proceeding before a Committee, the Commission or the Board, evidence is to be given about Inuit customs and traditions the Committee, Commission or Board must, if requested, make arrangements so that two or more individuals can give the evidence together.

3.14.4 No action or proceeding may be brought against a Party, a Committee, the Commission or the Board or a member or observer of a Committee, the Commission or the Board in respect of anything done or omitted to be done by any of them in the performance of any duties or functions under this chapter.

Chapter 4: Land and Non-Renewable Resources

Part 4.1 Definitions

4.1.1 In this chapter:

"Applicant" means a Person who has submitted a Work Plan to the Nunatsiavut Government and the Province;

"Carving Stone Permit" means a permit issued by the Nunatsiavut Government under section 4.6.1;

"Exploration and Quarrying Standards" means the standards for Exploration in Labrador Inuit Lands and for quarrying in Labrador Inuit Lands outside Specified Material Lands established by agreement between the Nunatsiavut Government and the Province in accordance with section 4.11.6 or by the Dispute Resolution Board under section 4.11.10;

"Expropriation Authority" means an authority authorized to Expropriate;

"Nuclear Substance" means:

(a) deuterium, thorium, uranium or an element with an atomic number greater than 92;

(b) a derivative or compound of deuterium, thorium, uranium or of an element with an atomic number greater than 92;

(c) a radioactive nuclide;

(d) a substance that is prescribed as being capable of releasing nuclear energy or as being required for the production or use of nuclear energy;

(e) a radioactive by-product of the development, production or use of nuclear energy; and

(f) a radioactive substance or radioactive thing that was used for the development or production, or in connection with the use, of nuclear energy;

"Plan Holder" means a Person authorized to carry out Exploration in Labrador Inuit Lands or quarrying in Labrador Inuit Lands outside Specified Material Lands under an approved Work Plan; and

"Specified Material Permit" means a permit to quarry a Specified Material issued by the Nunatsiavut Government under section 4.7.1.

Part 4.2 Labrador Inuit Settlement Area

4.2.1 The Labrador Inuit Settlement Area consists of all lands, including lands covered by Water, and Tidal Waters and islands within the boundaries set out in the Map Atlas (shown for illustrative purposes only in schedule 4-A) and described in appendix A-3 Part 1.

4.2.2 The quantity of lands and Waters in the Labrador Inuit Settlement Area is 72,520 square kilometres (28,000 square miles), more or less.

4.2.3 The Labrador Inuit Settlement Area includes, in addition to the quantity of lands and Waters referred to in section 4.2.2, the adjacent Tidal Waters comprising approximately 48,690 square kilometres (18,800 square miles).

4.2.4 The Labrador Inuit Settlement Area includes the land and Waters of the Torngat Mountains National Park Reserve of Canada referred to in section 9.1.1.

Part 4.3 Labrador Inuit Lands

4.3.1 The boundaries of Labrador Inuit Lands on the Effective Date are set out in the Map Atlas (shown for illustrative purposes only in schedule 4-B) and described in appendix A-3 Part 2.

4.3.2 Labrador Inuit Lands comprise not less than 15,799 square kilometres (6,100 square miles) in the Labrador Inuit Settlement Area on the Effective Date.

4.3.3 Specified Material Lands comprise not less than 3,950 square kilometres (1,525 square miles) of Labrador Inuit Lands on the Effective Date and are set out in the Map Atlas (shown for illustrative purposes only in schedule 4-C) and described in appendix A-3 Part 3.

Part 4.4 Vesting and General Attributes of the Inuit Estate in Labrador Inuit Lands

4.4.1 Inuit own in fee simple Labrador Inuit Lands, excluding Subsurface Resources, but including:

(a) ownership of an undivided 25 percent interest, with the Province, in all Subsurface Resources which entitles Inuit to the rights set out in the Agreement; and

(b) for greater certainty:

  (i) Specified Materials in Specified Material Lands;

  (ii) Carving Stone; and

  (iii) Geothermal Resources.

4.4.2 For purposes of section 4.4.1, "fee simple" is the equivalent of an estate in fee simple absolute, being the largest estate known in Law, without any proviso, restriction, exception or reservation under any Law, except as set out in the Agreement.

4.4.3 The Inuit estate in Labrador Inuit Lands under section 4.4.1 extends to:

(a) the sea bed within the boundaries of Water Lots set out in the Map Atlas (shown fo illustrative purposes only in schedule 4-D) and described in appendix A-3 Part 4, but does not include ownership of Tidal Waters above the sea bed within the boundaries of the Water Lots; and

(b) all lands covered by Water that are within the boundaries of Labrador Inuit Lands, but does not include ownership of Water.

4.4.4 Labrador Inuit Lands:

(a) are under the administration, control and management of the Nunatsiavut Government; and

(b) may be alienated by the Nunatsiavut Government, subject to section 4.4.5.

4.4.5 The Nunatsiavut Government shall not alienate Labrador Inuit Lands to any Person other than Canada or the Province but may grant an interest less than fee simple title in or to Labrador Inuit Lands.

4.4.6 If the Nunatsiavut Government alienates a parcel of Labrador Inuit Lands to Canada or the Province, that parcel of land ceases to be Labrador Inuit Lands for all purposes but, for greater certainty, that parcel of land remains in the Labrador Inuit Settlement Area.

4.4.7 If the Nunatsiavut Government acquires freehold title under Provincial Law to a parcel of land located in the Labrador Inuit Settlement Area outside Labrador Inuit Lands and the Inuit Communities, that parcel of land may, with the consent of Canada and the Province, be held as Labrador Inuit Lands under section 4.4.1.

4.4.8 The Province shall guarantee the title of Inuit in Labrador Inuit Lands.

4.4.9 No Person may acquire an estate or interest in Labrador Inuit Lands by prescription, the doctrine of lost modern grant, adverse possession or limitation of action, or by operation of Legislation with respect to prescription, adverse possession or limitation of action.

4.4.10 Notwithstanding any rule of Law to the contrary, if a parcel of Labrador Inuit Lands is valued for purposes of a Legal Proceeding, no discount shall be applied to the valuation solely due to the status of that parcel as Labrador Inuit Lands unless otherwise provided in an agreement entered into with the Nunatsiavut Government or, where the Nunatsiavut Government is not a party to such an agreement, with the consent of the Nunatsiavut Government. Nothing in this section applies to a Surface Interest referred to in section 4.9.1.

4.4.11 An interest of Inuit in Labrador Inuit Lands is not subject to attachment, charge, seizure, distress, execution or sale, except:

(a) for liens by Canada or the Province; or

(b) in accordance with an Inuit Law where the interest has been created under an Inuit Law.

4.4.12 The following Provincial Laws do not apply in or to Labrador Inuit Lands:

(a) a Law respecting the creation and reservation of rights and interests in Crown land under Part I (sections 3 – 42) of the *Lands Act,* including the reservation of mineral rights and public rights of way around waters, Laws respecting the fencing, marking or monumenting of the boundaries of land and for greater certainty, it shall be no defence in an action of trespass or ejectment that a boundary of Labrador Inuit Lands was not fenced, monumented or otherwise marked;

(b) a Law providing for the reversion to, revesting in, or other acquisition by the Crown of unused or unoccupied land but nothing in this subsection is intended to affect or shall be construed so as to affect part 4.18;

(c) a Law imposing conditions or restrictions on the conveyancing, leasing or licensing of land, the erection, construction or placing of buildings, structures or things in or over land, the application of land for agricultural, commercial, industrial, recreational, residential or other purposes or the establishment or designation of special management areas under Part IV (sections 56 – 62) of the *Lands Act*;

(d) a Law to permit the holder of a license to cut timber or a lessee of Water rights or a Person engaged in lumbering or the management of lumber or pulp to acquire rights of way or other rights or easements over private property;

(e) a Law to lease or grant any other right of occupancy in respect of a pond, river or other body of Water for the purpose of Aquaculture; and

(f) a Law to acquire or permit the acquisition of rights of way or other rights, easements, privileges, powers or interests over private property for the purpose of gaining access to, working or developing a Subsurface Resource which is covered by Tidal Waters.

4.4.13 The Inuit estate in Labrador Inuit Lands under section 4.4.1 shall not be subject to any Legislation, order or declaration to secure the development of Minerals pursuant to the *Undeveloped Mineral Areas Act* but nothing in this section is intended to affect, or shall be construed so as to affect, part 4.13 or 4.18.

4.4.14 The Province may not acquire an interest in Labrador Inuit Lands in or under which Minerals are leased or a right of access over or through Labrador Inuit Lands to enable a lessee to:

(a) implement obligations under a mining lease; or

(b) carry out mineral exploration, mining operations or mineral processing and development in or under Labrador Inuit Lands,

pursuant to section 34 of the *Mineral Act*.

4.4.15 No lessee of an interest under the *Petroleum and Natural Gas Act* may acquire Labrador Inuit Lands or rights in or over Labrador Inuit Lands under section 23 of the *Petroleum and Natural Gas Act* and the Province may not acquire any right or interest in Labrador Inuit Lands under section 23 of the *Petroleum and Natural Gas Act* for purposes of transferring such right or interest to a lessee but nothing in this section is intended to affect, or shall be construed so as to affect, part 4.18.

4.4.16 The Province shall not apply any mineral holding impost to the Inuit estate in Labrador Inuit Lands under section 4.4.1.

4.4.17 The *Mineral Act* and the *Quarry Materials Act* do not apply to Specified Materials in Specified Material Lands.

Part 4.5 Boundaries, Surveys and Descriptions

4.5.1 The lands identified in appendix E-1 shall be surveyed as soon as practicable after the Effective Date.

4.5.2 If, after the Effective Date, a survey is required by the Parties to better define the location of a boundary or part of a boundary of Labrador Inuit Lands, the required survey, including any associated map or description of the boundary, shall be of no effect until approved by the Parties by an amendment to the Agreement.

4.5.3 If there is a Dispute concerning the location of a boundary or part of a boundary of Labrador Inuit Lands, the boundary or part of the boundary shall be surveyed if at least two of the Parties agree that a survey is required and, subject to section 4.5.8, the cost of the survey shall be paid by those Parties. The survey, including any associated map or description of the boundary, shall be of no effect until approved by the Parties by an amendment to the Agreement.

4.5.4 Nothing in section 4.5.1, 4.5.2 or 4.5.8 prevents a Party from surveying a boundary or part of a boundary of Labrador Inuit Lands at its own discretion and at its own cost. The results of the survey, including any associated map or description of the boundary, shall be of no effect until approved by the Parties by an amendment to the Agreement.

4.5.5 If a third party holds a Surface Interest in Labrador Inuit Lands issued by the Province or freehold title in land bounded by Labrador Inuit Lands and there is a disagreement concerning the location of the boundaries or the area of the third party's Surface Interest or land, the Province shall ensure that the relevant boundaries of the third party's land are surveyed.

4.5.6 Subject to section 4.5.1, if there is a Dispute between two of the Parties or among all Parties respecting the cost, necessity for or accuracy of a survey under this part or the location of a boundary or part of a boundary of Labrador Inuit Lands, the Dispute shall be resolved under chapter 21.

4.5.7 Unless they otherwise agree, neither Canada nor the Province is responsible for the cost of a survey associated with the sale, conveyance, transfer, mortgage, acquisition or disposal of an interest in Labrador Inuit Lands by the Nunatsiavut Government or pursuant to an Inuit Law under section 4.8.1.

4.5.8 Surveys that are required under this part, other than those referred to in section 4.5.5, shall be contracted by the Nunatsiavut Government, on condition that:

(a) the Nunatsiavut Government establishes a competitive bidding process for the awarding of those contracts; and

(b) the surveys shall be carried out according to recognized Provincial surveying standards,

but the Nunatsiavut Government incurs no financial obligation for the cost of a survey conducted under section 4.5.1, 4.5.2 or 4.5.3.

4.5.9 A survey of a boundary of Labrador Inuit Lands that has been conducted under this part and has been approved by the Parties by an amendment to the Agreement supersedes and replaces the original map and description of the boundary.

Part 4.6 Carving Stone

4.6.1 A Person who wishes to extract, use or dispose of Carving Stone from Labrador Inuit Lands must obtain a permit from the Nunatsiavut Government.

4.6.2 The holder of a Carving Stone Permit may not use or dispose of the Carving Stone extracted under the Carving Stone Permit for any purpose other than carving.

4.6.3 A Person who holds a Subsurface Interest in Labrador Inuit Lands, whether that interest was acquired before or after the Effective Date, holds the Subsurface Interest subject to the rights of Inuit in Carving Stone under section 4.4.1 and this part.

4.6.4 If the Nunatsiavut Government intends to issue a Carving Stone Permit in a location where the Province has issued a Subsurface Interest, the Nunatsiavut Government shall Consult the Province to establish terms and conditions for the

Carving Stone Permit that allow the extraction of Carving Stone to proceed and the rights of the Subsurface Interest holder to be respected.

4.6.5 If there is a Dispute between the holder of a Carving Stone Permit and the holder of a Subsurface Interest the Dispute shall be resolved under chapter 21.

4.6.6 Subject to section 4.6.7, an Inuk has the right to extract up to 50 cubic metres (1,765.5 cubic feet) per year of Carving Stone from Crown land in the Labrador Inuit Settlement Area outside Labrador Inuit Lands, excluding a National Park or National Park Reserve, where such extraction does not interfere with the authorized use of the Crown land and of resources by holders of Surface Interests and Subsurface Interests.

4.6.7 Where an Inuk or Inuit extract more than 50 cubic metres (1,765.5 cubic feet) per year of Carving Stone from a site under section 4.6.6, a quarry permit or lease must be obtained by the Nunatsiavut Government under Provincial Legislation and the Nunatsiavut Government shall pay applicable fees under the quarry permit or lease. The Nunatsiavut Government may recover any fees paid under a quarry permit or lease issued under this section from the Inuk or Inuit engaged in the extraction of Carving Stone from the site.

4.6.8 Subject to section 4.6.7, an Inuk shall not be required to pay any fee or Royalty Tax on Carving Stone to which Inuit have a right under section 4.6.6.

4.6.9 In a National Park or National Park Reserve, Inuit have the exclusive right to extract Carving Stone but the exercise of this right:

(a) is subject to the terms and conditions of a Park Impacts and Benefits Agreement;

(b) is subject to section 9.2.12; and

(c) may only be for the carving purposes of Inuit.

Part 4.7 Specified Materials

4.7.1 The Nunatsiavut Government may quarry, or permit any Person to quarry, a Specified Material in Specified Material Lands without payment of any fee or Royalty Tax to the Province.

4.7.2 No Person may quarry a Specified Material in Specified Material Lands without a Specified Material Permit and the Nunatsiavut Government shall give notice to the Province of any Specified Material Permit that it issues.

4.7.3 The Nunatsiavut Government or a Person quarrying under a Specified Material Permit and a Person exercising a right pursuant to a Subsurface Interest shall exercise their respective rights so far as practicable to avoid conflict between their respective rights.

4.7.4 If there is a Dispute under section 4.7.3 it shall be resolved under chapter 21.

4.7.5 If a Dispute referred to in section 4.7.4 is referred to arbitration, the Arbitration Panel shall make an award specifying the terms and conditions of exercising either the right to the Specified Material or the right to the Subsurface Resource, or both, so as to reduce the conflict as far as practicable. If a conflict cannot be avoided, the Arbitration Panel shall give priority to the rights of the holder of the Subsurface Interest subject to payment of compensation to the Nunatsiavut Government or the holder of the Specified Material Permit or, in circumstances referred to in section 4.7.7, to both.

4.7.6 Compensation awarded under section 4.7.5 is limited to:

(a) reimbursement of any fees or costs associated with obtaining a Specified Material Permit;

(b) exploration expenses incurred for purposes of defining the Specified Material;

(c) the net present value of the Specified Material that would be partially or completely destroyed or that would otherwise be unavailable to the Nunatsiavut Government or the holder of the Specified Material Permit as a result of the priority given to the rights of the holder of the Subsurface Interest; and

(d) reimbursement of additional, reasonably foreseeable costs or losses that are a direct consequence of the priority given to the rights of the holder of the Subsurface Interest.

4.7.7 Compensation that is awarded to the Nunatsiavut Government under section 4.7.5 in circumstances where compensation is awarded to the holder of a Specified Material Permit under subsection 4.7.6(c) shall be limited to the difference between the charges, rents and royalties that would have been received by the Nunatsiavut Government from the holder of the Specified Material Permit pursuant to an Inuit Law under subsection 4.8.1(g) and the Revenue received by the Nunatsiavut Government in respect of the Subsurface Resource under part 7.3, if the charges, rents and royalties that would have been paid to the Nunatsiavut Government pursuant to an Inuit Law under subsection 4.8.1(g) exceed the amount of the Revenue shared under part 7.3.

4.7.8 For purposes of subsection 4.7.6(c), the net present value of the Specified Material is the net present value discounted at the prevailing industry-weighted average cost of capital. This net present value shall be determined through technical and economic feasibility and financing studies conducted by an agency or agencies qualified in conducting such studies, operating independently at arm's length from the Specified Material and Subsurface Resource rights holders, and conforming to accepted industry standards.

4.7.9 An Arbitration Decision under section 4.7.5, including an award of compensation, may be reviewed and varied by an Arbitration Panel upon application by a Person directly affected by the Arbitration Decision where there has been a material change in relevant circumstances since the Arbitration Decision was made.

4.7.10 Subject to an Arbitration Decision under section 4.7.5 or 4.7.9, a Person exercising a right under a Subsurface Interest in Specified Material Lands may take, use, damage, or destroy any Specified Material incidental to the exercise of that right.

Part 4.8 Nunatsiavut Government Powers and Authorities in Relation to Labrador Inuit Lands

4.8.1 Subject to the Agreement, the Nunatsiavut Government may make laws in relation to the following matters:

(a) the administration and control of Labrador Inuit Lands;

(b) the alienation or other disposition of Labrador Inuit Lands and interests in Labrador Inuit Lands;

(c) the development, conservation and management of Labrador Inuit Lands;

(d) the conveyance or use of Labrador Inuit Lands or interests in Labrador Inuit Lands as security for the discharge of an obligation or debt, whether by mortgage, pledge, assignment or other form of charge;

(e) the attachment, confiscation or seizure of Labrador Inuit Lands or interests in Labrador Inuit Lands and executions against Labrador Inuit Lands or interests in Labrador Inuit Lands;

(f) the granting of rights and interests, including the right to explore, in relation to Carving Stone and Geothermal Resources in Labrador Inuit Lands and to Specified Materials in Specified Material Lands;

(g) the establishment, levying, collection and administration of fees, charges, rents or royalties in relation to Carving Stone and Geothermal Resources in Labrador Inuit Lands and to Specified Materials in Specified Material Lands;

(h) giving effect to the Exploration and Quarrying Standards;

(i) access to or use of Labrador Inuit Lands; and

(j) the imposition of fees, charges, rents or royalties in respect of access to Labrador Inuit Lands and use of Labrador Inuit Lands.

4.8.2 If there is a Conflict or inconsistency between an Inuit Law under section 4.8.1 and a federal or Provincial Law, the Inuit Law prevails to the extent of the Conflict or inconsistency.

Part 4.9 Existing Surface Interests in Labrador Inuit Lands

4.9.1 Where Labrador Inuit Lands are subject to a Surface Interest that has been issued by the Province and that is in existence on the Effective Date, the Province shall assign its rights and obligations under the Surface Interest to the Nunatsiavut Government.

4.9.2 For greater certainty, a Surface Interest assigned under section 4.9.1:

(a) continue [illegible] ccordance with its terms and conditions; and

(b) vests fully in the Nunatsiavut Government upon its expiration if the holder of the Surface Interest chooses not to renew or extend it.

4.9.3 If:

(a) the holder of a Surface Interest referred to in section 4.9.1 has a right to apply for a renewal or extension of the interest under the terms and conditions of the lease, license, permit or Legislation under which the interest was held immediately prior to its assignment under section 4.9.1; or

(b) the term of the Surface Interest referred to in section 4.9.1 is five years or more,

and the holder chooses to renew or extend the interest prior to the expiration of the interest, the holder shall make application to the Nunatsiavut Government to renew or extend the interest.

4.9.4 The Nunatsiavut Government shall renew or extend a Surface Interest referred to in section 4.9.3 if the interest holder has satisfied the terms and conditions of the lease, license or permit.

4.9.5 Except as otherwise provided in section 4.9.8, the Nunatsiavut Government may, at its discretion, impose additional terms and conditions upon the renewal or extension of a Surface Interest referred to in section 4.9.3, including the imposition of fees, charges, rents or royalties, but the additional terms or conditions shall be reasonable.

4.9.6 If there is a Dispute, other than a disagreement under section 4.9.9, between the holder of a Surface Interest referred to in section 4.9.3 and the Nunatsiavut Government in connection with the renewal or extension of the Surface Interest, the Dispute shall be resolved under chapter 21.

4.9.7 After the Effective Date, the Nunatsiavut Government has the exclusive authority to issue public utility easements on Labrador Inuit Lands in an Inuit Community, subject to section 4.9.8.

4.9.8 The terms and conditions, including fees, charges and rents, imposed by the Nunatsiavut Government upon the issuance, review, renewal or extension of the public utility easements assigned under section 4.9.1 or referred to in section 4.9.7 shall be the same as the terms and conditions imposed by the Province for easements held by public utilities in similar circumstances in Newfoundland and Labrador.

4.9.9 If there is a disagreement between a public utility and the Nunatsiavut Government arising under this part in connection with the issuance, review, renewal or extension of a public utility easement assigned under section 4.9.1 or referred to in section 4.9.7 the disagreement shall not be referred to arbitration under chapter 21 but shall be resolved by the Commissioners of the Public Utilities Board.

Part 4.10 Surface Interests in the Labrador Inuit Settlement Area Outside Labrador Inuit Lands

4.10.1 The Province shall provide to the Nunatsiavut Government on an ongoing basis information respecting the alienation or other disposition of surface title to Provincial Crown land in the Labrador Inuit Settlement Area outside Labrador Inuit Lands.

4.10.2 Canada shall provide to the Nunatsiavut Government on an ongoing basis information respecting the alienation or other disposition of federal Crown land in the Labrador Inuit Settlement Area.

Part 4.11 Subsurface Interests

4.11.1 Subject to the Agreement, the administration of Subsurface Resources in the Labrador Inuit Settlement Area shall be by the Province and, in accordance with its jurisdiction, by Canada.

4.11.2 For greater certainty, the Inuit interest under subsection 4.4.1(a) applies to all Subsurface Resources in Labrador Inuit Lands, including those in respect of which a Subsurface Interest exists on the Effective Date.

4.11.3 The Nunatsiavut Government and the Province may agree to exempt lands in Labrador Inuit Lands from the acquisition of Subsurface Interests.

4.11.4 A Subsurface Interest in existence prior to the creation of exempt lands under section 4.11.3 continues unaffected and unimpaired by the exemption.

4.11.5 After the Effective Date, all Exploration in Labrador Inuit Lands and quarrying of Subsurface Resources in Labrador Inuit Lands outside Specified Material Lands shall be carried out in accordance with this part, except for:

(a) Exploration that began before the Effective Date in accordance with an exploration plan approved under Provincial Legislation; and

(b) quarrying that began before the Effective Date in accordance with a quarry lease or permit issued under Provincial Legislation.

4.11.6 The Nunatsiavut Government and the Province shall negotiate the standards for Exploration in Labrador Inuit Lands and for quarrying in Labrador Inuit Lands outside Specified Material Lands within one year from the Effective Date or within some other time agreed by both Parties.

4.11.7 The Exploration and Quarrying Standards shall be given the force of Law by the Province and the Nunatsiavut Government, and may not be amended without the consent of both Parties. An amendment to the Exploration and Quarrying Standards comes into effect when given the force of Law by the Province and the Nunatsiavut Government.

4.11.8 Until the Exploration and Quarrying Standards become Law, Exploration in Labrador Inuit Lands and quarrying in Labrador Inuit Lands outside Specified Material Lands may proceed with the consent of the Nunatsiavut Government and the Province or in accordance with any other arrangement agreed by them.

4.11.9 If the Nunatsiavut Government and the Province do not agree on the Exploration and Quarrying Standards within the time referred to in section 4.11.6, either the Nunatsiavut Government or the Province may request that the Dispute Resolution Board establish the Exploration and Quarrying Standards by arbitration.

4.11.10 The Dispute Resolution Board acting on a request under section 4.11.9 has the authority to establish the standards referred to in section 4.11.6 and shall appoint a specialist to assist it in establishing the standards. The Dispute Resolution Board shall base its decisions on best practices in northern Canada.

4.11.11 The Nunatsiavut Government may from time to time establish a schedule of charges, fees or rentals for access to or rental of Labrador Inuit Lands for purposes of carrying out Exploration in Labrador Inuit Lands or quarrying in Labrador Inuit Lands outside Specified Material Lands. This schedule of charges, fees or rentals shall:

(a) apply uniformly to Exploration activities that are of a similar size and nature;

(b) apply uniformly to quarrying activities that are of a similar size and nature;

(c) be published by the Nunatsiavut Government; and

(d) be appended to, but not form part of, the Exploration and Quarrying Standards.

4.11.12 Exploration in Labrador Inuit Lands and quarrying in Labrador Inuit Lands outside Specified Material Lands shall be carried out in accordance with the requirements of the Agreement, Laws of General Application and an approved Work Plan.

4.11.13 Any Person planning to Explore in Labrador Inuit Lands or to quarry in Labrador Inuit Lands outside Specified Material Lands after the Effective Date must:

(a) obtain consent from the Nunatsiavut Government for access to Labrador Inuit Lands; and

(b) make an application to the Nunatsiavut Government and the Province through the submission of a work plan that describes:

(i) the nature, method, location and dates of the proposed Exploration or quarrying activities, including any proposal for the Use of Water;

(ii) the establishment of any temporary camps; and

(iii) any other matter required by the Exploration and Quarrying Standards.

4.11.14 Section 4.11.13 does not apply to a Person carrying on Exploration or quarrying in Labrador Inuit Lands under Provincial Legislation prior to the Effective Date, but does apply to:

(a) any application made after the Effective Date for an amendment, extension or renewal of the Exploration plan or the quarry lease or permit under which the Exploration or quarrying is carried out; and

(b) any change in location of the Exploration or quarrying.

4.11.15 No activity to which section 4.11.13 or 4.11.14 applies may commence prior to the approval of the Work Plan by both the Nunatsiavut Government and the Province.

4.11.16 The Nunatsiavut Government and the Province shall decide whether to approve or reject a Work Plan within 15 clear days from the date on which it is received.

4.11.17 A Work Plan comes into effect when it is approved by both the Nunatsiavut Government and the Province. It may be rejected only if it is inconsistent with, or does not conform to, the Exploration and Quarrying Standards or the conditions of access to Labrador Inuit Lands established by the Nunatsiavut Government under section 4.15.16. If either the Nunatsiavut Government or the Province rejects a Work Plan it must provide the reasons in writing for the rejection to the Applicant.

4.11.18 If a Work Plan is rejected under section 4.11.17 by either the Nunatsiavut Government or the Province, the Applicant may submit a revised work plan to both

Parties. Sections 4.11.13, 4.11.15, 4.11.16 and 4.11.17 apply to the revised work plan.

4.11.19 If:

(a) a Work Plan is rejected under section 4.11.17;

(b) the Applicant has been denied access to Labrador Inuit Lands by the Nunatsiavut Government; or

(c) there is a Dispute between the Applicant and the Nunatsiavut Government with respect to the Applicant's access to Labrador Inuit Lands,

the Applicant may refer the matter to arbitration under chapter 21 within 30 clear days from the date of the rejection of the Work Plan, the date of the denial of access by the Nunatsiavut Government or the date on which the Applicant gives notice to the Nunatsiavut Government that a Dispute exists.

4.11.20 An Arbitration Panel arbitrating a Dispute under section 4.11.19 with respect to a denial of access to Labrador Inuit Lands or with respect to the Applicant's access to Labrador Inuit Lands for the purposes of Exploration or quarrying shall consider:

(a) the market value of the land intended to be used, occupied or quarried by the Applicant;

(b) the loss of use of the land by Inuit and the Nunatsiavut Government;

(c) the effect on Harvesting by Inuit;

(d) any damage to and adverse effects on Labrador Inuit Lands, including the lands to be used, occupied or quarried by the Applicant;

(e) any nuisance and inconvenience to Inuit and the Nunatsiavut Government;

(f) the cultural attachment of Inuit to the land to be used, occupied or quarried by the Applicant;

(g) any peculiar or special value to Inuit of the land to be used, occupied or quarried by the Applicant;

(h) all reasonable and related costs incurred or to be incurred by the Nunatsiavut Government;

(i) the financial ability of the Applicant to pay the costs of cleaning up, restoring or rehabilitating the land to be used, occupied or quarried by the Applicant; and

(j) any other matter provided for under Provincial Legislation with respect to compensation for entry on private land for purposes of Exploration or quarrying of Subsurface Resources,

but shall not consider the reversionary value of the land or any fees, charges or rents referred to in section 4.11.11.

4.11.21 Notwithstanding clause 4.15.11(b)(ii), but subject to the payment of charges, fees, or rentals referred to in section 4.11.11, a Plan Holder may erect or establish a temporary camp if the camp has been approved as part of the Work Plan.

4.11.22 If a Plan Holder proposes any change or addition to the Exploration or quarrying activities carried out under the Work Plan, that Person shall provide written notice of the proposed change or addition to the Nunatsiavut Government and the Province. A new application must be submitted under subsection 4.11.13(b) if either the Nunatsiavut Government or the Province so determines.

4.11.23 An approved Work Plan may be amended by agreement of the Nunatsiavut Government and the Province.

4.11.24 An approved Work Plan may be cancelled by:

(a) the Nunatsiavut Government if the Plan Holder does not comply with the Agreement, with the terms or conditions of the Work Plan or with the conditions of access to Labrador Inuit Lands referred to in section 4.15.17; or

(b) by the Province if the Plan Holder does not comply with the Agreement, with the terms or conditions of the Work Plan or with section 4.11.12.

4.11.25 If a Work Plan is amended under section 4.11.23 without a request from the Plan Holder or has been cancelled under section 4.11.24, the Plan Holder may refer the matter to arbitration under chapter 21 within 30 clear days from the date of the amendment or cancellation. The Arbitration Panel may determine if the amendment is justifiable or if the conditions for cancellation have been met and may grant an appropriate remedy.

4.11.26 The details of a Work Plan, including a rejected, varied, amended, cancelled or approved Work Plan, shall be treated as confidential by the Nunatsiavut Government and the Province.

4.11.27 Inuit access to an Exploration site or quarry may be restricted only for reasons of safety and the restrictions shall be set out in the approved Work Plan and be publicized by the Plan Holder.

4.11.28 The Province shall provide to the Nunatsiavut Government information that it receives under Provincial Legislation respecting Exploration, quarries, quarrying and Developments in the Labrador Inuit Settlement Area on a regular basis.

4.11.29 Notwithstanding section 4.11.1, the Nunatsiavut Government and the Province may enter into agreements for the administration of Subsurface Resources in Labrador Inuit Lands and Specified Materials in Specified Material Lands, but those agreements:

(a) shall not form part of the Agreement; and

(b) are not intended to be treaties or land claims agreements and are not intended to recognize or affirm aboriginal or treaty rights within the meaning of sections 25 and 35 of the *Constitution Act, 1982*.

Part 4.12 Subsurface Resource Development in Labrador Inuit Lands

4.12.1 Subject to section 4.12.2, the holder of a Subsurface Interest in Labrador Inuit Lands may not develop a Subsurface Resource in Labrador Inuit Lands unless the holder of the Subsurface Interest has entered into an Inuit Impacts and Benefits Agreement with the Nunatsiavut Government under section 7.7.2.

4.12.2 A Plan Holder permitted to quarry a Quarry Material in Labrador Inuit Lands outside Specified Material Lands is not required to enter into an Inuit Impacts and Benefits Agreement with the Nunatsiavut Government under section 7.7.2.

4.12.3 The Province shall notify the Nunatsiavut Government of any application for a Subsurface Interest in Labrador Inuit Lands.

4.12.4 The Province shall Consult the Nunatsiavut Government about the conditions to be attached to a Subsurface Interest in Labrador Inuit Lands.

4.12.5 Conditions may be attached to a Subsurface Interest in Labrador Inuit Lands if the conditions:

(a) are supported by the recommendations of an Environmental Assessment carried out in accordance with chapter 11;

(b) relate directly to applicable requirements of the Agreement; or

(c) relate to applicable requirements in Legislation respecting Subsurface Resources.

4.12.6 The Province shall Consult the Nunatsiavut Government before approving, authorizing or permitting the abandonment, closure, decommissioning, reopening or reclamation of a Development that has proceeded in accordance with section 4.12.1 or a quarry referred to in section 4.12.2.

Part 4.13 Nuclear Substances

4.13.1 Nothing in the Agreement confers jurisdiction on the Nunatsiavut Government in relation to Nuclear Substances, nuclear facilities or prescribed equipment or information in relation to Nuclear Substances or nuclear facilities.

4.13.2 Subject to this part, the rights and responsibilities of the Nunatsiavut Government in relation to Subsurface Resources under this chapter apply to Minerals that may be used as a source of nuclear energy.

4.13.3 The Canadian Nuclear Safety Commission will, on a best efforts basis, inform the Nunatsiavut Government of:

(a) any application for and the issuance, renewal, replacement or amendment by the Canadian Nuclear Safety Commission of any licence that is within its jurisdiction to issue in the Labrador Inuit Settlement Area;

(b) the terms and conditions proposed by the staff of the Canadian Nuclear Safety Commission to be attached to any licence referred to in subsection (a); and

(c) documentation related to licences issued by the Canadian Nuclear Safety Commission as it relates to any environmental risks, risks to health and safety of Inuit and measures to protect the environment and the health and safety of Inuit associated with any Nuclear Substances or nuclear facilities in the Labrador Inuit Settlement Area.

4.13.4 Part 4.18 applies to the Expropriation of Labrador Inuit Lands or an interest of the Nunatsiavut Government in Subsurface Resources in Labrador Inuit Lands for purposes of the *Nuclear Energy Act*.

4.13.5 Canada shall be responsible for any costs of reducing or cleaning up any nuclear contamination in Labrador Inuit Lands for which decommissioning was approved prior to the Effective Date.

4.13.6 Inuit Government is not responsible or liable for any costs of reducing or cleaning up any nuclear contamination in Labrador Inuit Lands or the Inuit Communities where the contamination occurred prior to the Effective Date.

Part 4.14 Identification and Tenure of Aullâsimavet

4.14.1 Subject to the Agreement, Inuit may continue to occupy an Aullâvik that is identified in the Map Atlas (shown for illustrative purposes only in schedule 4-E).

4.14.2 Subject to Inuit Laws under section 4.8.1 and the Agreement, Inuit may continue to occupy an Aullâvik that exists in Labrador Inuit Lands on the Effective Date.

4.14.3 Subject to the Agreement, Inuit may establish new Aullâsimavet in the Labrador Inuit Settlement Area outside Labrador Inuit Lands with the consent of the Nunatsiavut Government and the Province.

4.14.4 An Aullâvik shall not be established in the Labrador Inuit Settlement Area outside Labrador Inuit Lands on lands:

(a) to which a third party holds freehold title or a Surface Interest;

(b) under the control and administration of Canada except as provided in section 4.14.5;

(c) subject to a Quarry Materials permit or lease;

(d) within the boundaries of an Inuit Community;

(e) in a Protected Area established under Provincial Law except as provided in section 4.14.5; or

(f) where establishment of an Aullâvik would be contrary to the Land Use Plan.

4.14.5 Inuit may establish an Aullâvik in a National Park, National Park Reserve, National Marine Conservation Area, National Marine Conservation Area Reserve or Protected Area in accordance with the terms of the applicable Park Impacts and Benefits Agreement or Protected Area Agreement.

4.14.6 Upon the request of the potential occupants of an Aullâvik, or the Nunatsiavut Government on their behalf, the Province shall make available lands in the Labrador Inuit Settlement Area outside Labrador Inuit Lands that are adequate, suitable and reasonably necessary for the establishment of the Aullâvik.

4.14.7 An Aullâvik in the Labrador Inuit Settlement Area outside Labrador Inuit Lands may be held by an Inuk or the Nunatsiavut Government under a lease or licence from the Crown for an agreed term and subject to Laws of General Application, but:

(a) an Inuk or the Nunatsiavut Government shall not be liable to pay any fee, charge, rent or Provincial property tax to establish or occupy an Aullâvik but nothing in this subsection affects the obligation of an Inuk or the Nunatsiavut Government to pay the cost of a survey that may be required by the Minister under subsection (b);

(b) an Inuk or the Nunatsiavut Government shall not be required to survey or register a plan of survey of the lands occupied as an Aullâvik unless the Minister specifically requires a survey on 12 months written notice to the Inuk or the Nunatsiavut Government and gives reason why the survey is necessary; and

(c) the renewal of the lease or licence, upon request by the lessee or licensee, shall not be unreasonably withheld.

4.14.8 The Nunatsiavut Government has the authority to sub-lease lands that it holds for an Aullâvik to an Inuk for use as an Aullâvik.

4.14.9 Nothing in this part prevents an Inuk from applying for a grant or lease of Crown lands or a licence to occupy Crown lands in accordance with Laws of General Application.

Part 4.15 Access to Labrador Inuit Lands

4.15.1 Inuit have the right of access to Labrador Inuit Lands subject to Inuit Laws under section 4.8.1.

4.15.2 A Non-Beneficiary may not enter, cross or remain on Labrador Inuit Lands without the consent of the Nunatsiavut Government, except as permitted under the Agreement.

4.15.3 Subject to sections 4.15.13 and 4.17.8, Persons exercising a right of access to Labrador Inuit Lands do so at their own risk and have no right of action against Inuit or the Nunatsiavut Government for any loss suffered or damage arising therefrom, except where such loss or damage results from a danger negligently created by one or more Inuit or the Nunatsiavut Government, its employees or agents.

4.15.4 Remedies or penalties recognized by Law regarding trespass upon private property apply to a Non-Beneficiary exercising access to Labrador Inuit Lands in a manner or for a purpose not permitted under the Agreement.

4.15.5 Nothing in section 4.15.4 derogates from the authority of the Nunatsiavut Government to make Laws under subsection 4.8.1(i).

4.15.6 Nothing in this chapter derogates from or interferes with the public right of navigation in navigable waters.

4.15.7 The Nunatsiavut Government is under no obligation to establish, maintain or repair or to provide for the establishment, maintenance or repair of travel routes or camp sites referred to in this part and part 4.17.

4.15.8 Nothing in this part or in chapter 12 authorizes or confers a right upon a Non-Beneficiary to enter an area of Labrador Inuit Lands that is developed, occupied or being used by an Inuk or by a Person under authorization of the Nunatsiavut Government except for:

(a) entry in the case of an emergency or for purposes of subsection 4.15.26(d); or

(b) a right of entry or access to Labrador Inuit Lands that has otherwise been acquired under a Law in relation to entry or access to private property but nothing in this subsection affects or shall be construed so as to affect section 4.4.12, 4.4.14 or 4.4.15.

4.15.9 A Non-Beneficiary exercising access to Labrador Inuit Lands under the Agreement shall not create or establish new routes of travel or permanent camp sites without the consent of the Nunatsiavut Government.

4.15.10 A Non-Beneficiary exercising access to Labrador Inuit Lands under the Agreement shall provide notice to the Nunatsiavut Government prior to engaging in that access unless:

(a) the Nunatsiavut Government has dispensed with the requirement to do so;

(b) it is not reasonable to do so; or

(c) otherwise specifically exempted in the Agreement.

4.15.11 A Non-Beneficiary exercising a right of access under the Agreement:

(a) shall use, to the greatest extent possible, the travel routes and camp sites referred to in subsection 4.15.13(b) and part 4.17, except when the Non-Beneficiary is:

(i) Harvesting under section 12.7.9 or 12.13.6;

(ii) engaged in commercial trapping under section 12.10.22; or

(iii) a client, patron or guest of a Commercial Wildlife Operation referred to in sections 12.10.1 and 12.10.7; and

(b) shall not:

(i) engage in any activity on Labrador Inuit Lands other than those activities permitted under the Agreement;

(ii) establish or erect any camps or structures other than for merely casual or temporary purposes on Labrador Inuit Lands;

(iii) cause undue harm, disturbance, disruption or damage to Labrador Inuit Lands;

(iv) interrupt or interfere with Inuit use, occupation or enjoyment of Labrador Inuit Lands, except to the extent necessary for purposes of the access; or

(v) use Labrador Inuit Lands for any purpose other than the purpose for which the right of access is exercised.

4.15.12 A Non-Beneficiary exercising a right of access under the Agreement:

(a) is liable for damage caused to Labrador Inuit Lands or to Inuit resulting from unnecessary interruption or interference with Inuit use, occupation or enjoyment of the lands; and

(b) may be removed from Labrador Inuit Lands by the Nunatsiavut Government for a failure to comply with any condition relating to access set out in the Agreement.

4.15.13 The consent of the Nunatsiavut Government is not required for access to Labrador Inuit Lands and no fee, charge or rent may be imposed for access to Labrador Inuit Lands if access to Labrador Inuit Lands by a Non-Beneficiary is necessary for the following purposes:

(a) emergencies;

(b) crossing Labrador Inuit Lands to reach other lands for casual, non-commercial purposes, and Non-Beneficiaries exercising access under this subsection may make any necessary stops and shall use generally recognized or specifically designated travel routes and camp sites, whether year-round or seasonal, but the Nunatsiavut Government may restrict access under this subsection for reasons of conservation or public safety; or

(c) navigation, but the right of access to Labrador Inuit Lands by a Non-Beneficiary exercising access under this subsection is limited to a 30-metre (100-foot) strip of Labrador Inuit Lands bounding Tidal Waters, navigable rivers and navigable lakes that can be entered from Tidal Waters, navigable rivers and navigable lakes.

4.15.14 If, on the Effective Date, a Non-Beneficiary has freehold title, a Surface Interest or a Subsurface Interest in lands that are in or surrounded by Labrador Inuit Lands, that title or interest includes the right to enter and cross Labrador Inuit Lands using the means and route of access that are in use by the title or interest holder on the Effective Date without the consent of the Nunatsiavut Government and without payment of any fee, charge or rent to the Nunatsiavut Government. If there is a Dispute concerning access to Labrador Inuit Lands under this section, the Non-Beneficiary or the Nunatsiavut Government may refer the Dispute to dispute resolution under chapter 21.

4.15.15 A Non-Beneficiary referred to in section 4.15.14 who wishes to cross Labrador Inuit Lands by a means or route of access that did not exist or was not in use on the Effective Date must obtain the consent of the Nunatsiavut Government and pay any fee, charge or rent established by the Nunatsiavut Government for that access.

4.15.16 With respect to Subsurface Interests in Labrador Inuit Lands issued after the Effective Date, the Nunatsiavut Government may from time to time establish conditions of access for purposes of Exploration in Labrador Inuit Lands and quarrying in Labrador Inuit Lands outside Specified Material Lands. The conditions of access shall be:

(a) established after Consultation with the Minister;

(b) published by the Nunatsiavut Government; and

(c) appended to, but not form part of, the Exploration and Quarrying Standards.

4.15.17 The conditions of access to Labrador Inuit Lands referred to in section 4.15.16 shall be limited to conditions respecting:

(a) the location of the access so as to cause the least harm to Inuit and Labrador Inuit Lands and so as to be suitable for the Exploration or quarrying;

(b) the payment of charges, fees or rentals for access referred to in section 4.11.11;

(c) Persons other than the Plan Holder who may use the access;

(d) the area of land and nature, magnitude or intensity of land use to be served by the access;

(e) damage, Mitigation and rehabilitation; and

(f) the considerations referred to in section 4.11.20.

4.15.18 If the holder of a Subsurface Interest or a Surface Interest issued by the Province for commercial purposes outside Labrador Inuit Lands, other than one referred to in section 4.15.14, requires access across Labrador Inuit Lands and all other means of access to the Subsurface Interest or Surface Interest are impractical, that Person and that Person's contractors and suppliers shall be permitted access across Labrador Inuit Lands with the consent of the Nunatsiavut Government on any terms and conditions the Nunatsiavut Government may establish.

4.15.19 If the Nunatsiavut Government:

(a) refuses to give the consent required by the holder of a Subsurface Interest under section 4.15.18; or

(b) requires terms and conditions that are not acceptable to the holder of the Subsurface Interest,

the holder of the Subsurface Interest may refer the Dispute to arbitration under chapter 21.

4.15.20 In an arbitration with respect to a refusal of consent under section 4.15.19, an Arbitration Panel shall not award access unless the holder of the Subsurface Interest seeking access establishes that:

(a) access to or across Labrador Inuit Lands is essential in relation to the Subsurface Interest;

(b) access by any other means is not physically practical or financially feasible;

(c) the proposed route will minimize harm, disturbance, disruption or damage to Labrador Inuit Lands and minimize interruption or interference with Inuit use, occupation or enjoyment of Labrador Inuit Lands; and

(d) the holder of the Subsurface Interest has attempted to negotiate access for a period of not less than 15 days.

4.15.21 In an arbitration under section 4.15.19, an Arbitration Panel shall not vary a term or condition referred to in subsection 4.15.19(b) unless it determines that the term or condition will frustrate access or make it financially unfeasible.

4.15.22 Members of the judiciary, officers of the courts and peace officers may enter, cross or remain on Labrador Inuit Lands to carry out their duties.

4.15.23 Members of Parliament or the House of Assembly or candidates for election to either of those bodies, together with their employees, agents and assistants, may enter, cross or remain on Labrador Inuit Lands to campaign in an election or to carry out their duties.

4.15.24 Canadian Forces personnel may enter, cross or remain on Labrador Inuit Lands to carry out activities related to national defence and security in accordance with the *National Defence Act*. Canada shall provide the Nunatsiavut Government with advance notice of any activities related to national defence and security in the Labrador Inuit Settlement Area, when it is reasonable to do so.

4.15.25 Notwithstanding section 4.15.24:

(a) the Department of National Defence and Canadian Forces personnel have no greater rights to conduct military manoeuvres on Labrador Inuit Lands than they have with respect to other privately owned lands under Laws of General Application; and

(b) access to Labrador Inuit Lands for manoeuvres other than those under section 257 of the *National Defence Act* shall occur only after the conclusion of an agreement with the Nunatsiavut Government respecting timing, notice to Persons in the area affected, compensation for damages and other matters relating to the manoeuvres.

4.15.26 Employees, contractors and agents of the Province, Canada and Crown corporations, and Canadian Forces personnel may enter, cross and remain on

Labrador Inuit Lands and, subject to the Agreement, use resources incidental to that access to:

(a) deliver public programs and projects;

(b) manage, repair or maintain public works and services;

(c) carry out inspections under Laws of General Application;

(d) carry out duties under or enforce Laws of General Application;

(e) respond to emergencies; and

(f) carry out the terms of the Agreement.

4.15.27 Notwithstanding section 4.15.29, if a Person referred to in section 4.15.22, 4.15.23, 4.15.24 or 4.15.26 requires the continuous use and occupancy of Labrador Inuit Lands for more than two years for a purpose stated in those sections, that Person shall obtain a permit or other interest in the land from the Nunatsiavut Government and pay the applicable fee, charge or rent.

4.15.28 Employees, contractors and agents of Persons providing public utilities in the Labrador Inuit Settlement Area may temporarily enter or cross Labrador Inuit Lands to deliver, manage, repair and maintain those public utilities, but nothing in this section creates or is intended to create a utility easement or a right of way over Labrador Inuit Lands.

4.15.29 Persons exercising access under sections 4.15.22, 4.15.23, 4.15.24, 4.15.26 or 4.15.28 shall not be required to pay any fee, charge or rent for that access.

Part 4.16 Inuit Access to Labrador Inuit Settlement Area Outside Labrador Inuit Lands

4.16.1 Inuit and their transferees under sections 12.3.15 and 12.3.17 have a right of free access to Crown land in the Labrador Inuit Settlement Area outside Labrador Inuit Lands, subject to restrictions on access to lands set out in chapter 12. This access shall not interfere with other authorized uses or the ability of the Crown to authorize uses or dispose of Crown land.

4.16.2 Inuit have rights of access over Water overlying Crown land in the Labrador Inuit Settlement Area outside Labrador Inuit Lands for all purposes associated with the use and enjoyment of Labrador Inuit Lands and other rights under the Agreement. This access shall not interfere with other authorized uses of Water overlying Crown land or the ability of the Crown to authorize uses of Water.

Part 4.17 Winter Trails

4.17.1 In this part "Winter Trail" means a trail in the Labrador Inuit Settlement Area set out in the Map Atlas (shown for illustrative purposes only in schedule 4-F).

4.17.2 The Winter Trails are "travel routes" within the meaning of sections 4.15.7 and 4.15.11 and subsection 4.15.13(b) and are governed by those sections and that subsection and this part.

4.17.3 The Winter Trails are 6 metres (20 feet) wide.

4.17.4 A Winter Trail may be used by the public for transportation by snowmobile, dog sled or foot without notice to, or the consent of, the Nunatsiavut Government, while snow covered during the period from December 1 in one calendar year to May 15 in the following calendar year. This period may be varied by written agreement of the Parties.

4.17.5 A Non-Beneficiary who uses a Winter Trail on Labrador Inuit Lands:

(a) may camp only at a camp site designated or approved by the Nunatsiavut Government but may, in case of necessity, erect a camp anywhere for temporary shelter; and

(b) notwithstanding section 4.17.4, is subject to section 4.15.12.

4.17.6 Except as specifically provided in this part, all limitations on access to Labrador Inuit Lands apply to Non-Beneficiaries using a Winter Trail.

4.17.7 Canada and the Province have no obligation under the Agreement to establish, maintain or repair or provide for the establishment, maintenance or repair of Winter Trails or camp sites referred to in this part.

4.17.8 A Person who uses a Winter Trail assumes any and all risks associated with use of the Winter Trail and, for greater certainty, no suit, action, claim, demand or proceeding may be commenced or brought against the Nunatsiavut Government, an Inuit Community Government or any Designated Inuit Organization, Canada or the Province or any of their respective employees, agents or assigns by any Person in respect of any injury, loss, damage, cost or expense of any kind caused by or resulting from access to or use of a Winter Trail.

4.17.9 The Nunatsiavut Government may restrict the use of a Winter Trail on Labrador Inuit Lands only for reasons of conservation or public safety. Except in the event of an emergency, the Nunatsiavut Government shall Consult the Province before restricting the use of a Winter Trail under this section.

4.17.10 No fee, charge or levy of any kind shall be payable by any Person to the Nunatsiavut Government, an Inuit Community Government, an Inuit Community Corporation or an Inuit Business for use of a Winter Trail on Labrador Inuit Lands or Community Lands, and no fee, charge or levy of any kind shall be payable by an Inuk, Inuit Business, the Nunatsiavut Government, an Inuit Community Government or an Inuit Community Corporation to any Person for use of a Winter Trail.

4.17.11 A Winter Trail is not a road or highway under any Law.

4.17.12 For greater certainty:

(a) where a Winter Trail is located on Labrador Inuit Lands, the lands are Labrador Inuit Lands for all purposes, subject to this part; and

(b) nothing in this part entitles a Non-Beneficiary to Harvest on Labrador Inuit Lands except under circumstances of emergency.

Part 4.18 Expropriation of Labrador Inuit Lands

4.18.1 Labrador Inuit Lands shall not be Expropriated except in accordance with this part.

4.18.2 Canada or the Province, prior to making a decision to Expropriate Labrador Inuit Lands, shall:

(a) ensure that lands other than Labrador Inuit Lands are used, if other lands are reasonably available for the purpose for which the Labrador Inuit Lands are intended to be Expropriated;

(b) make reasonable efforts to acquire the Labrador Inuit Lands through a negotiated land transfer agreement with the Nunatsiavut Government, rather than by Expropriation; and

(c) Consult the Nunatsiavut Government.

4.18.3 No Expropriation of Labrador Inuit Lands is effective without the prior consent of:

(a) the Lieutenant-Governor in Council in the case of an Expropriation by a Provincial Expropriation Authority; or

(b) the Governor in Council in the case of an Expropriation by a federal Expropriation Authority.

4.18.4 If a negotiated land transfer agreement in accordance with subsection 4.18.2(b) is not possible, the Expropriation Authority shall serve written notice of the proposed Expropriation on the Nunatsiavut Government and any Person claiming under the Nunatsiavut Government, including a Person holding an interest referred to in section 4.9.1.

4.18.5 If a piece or parcel of Labrador Inuit Lands is Expropriated, the Expropriation Authority may offer compensation in the form of other land of equivalent significance and value, but, except as provided in section 4.18.10, the Nunatsiavut

Government or a Person claiming under the Nunatsiavut Government, including a Person holding an interest referred to in section 4.9.1, shall not be required to take compensation in the form of other land.

4.18.6 If there is a Dispute over:

(a) the value of, or interest in, the Labrador Inuit Lands to be Expropriated;

(b) the amount or form of compensation;

(c) costs; or

(d) interest on the compensation,

the Dispute shall be referred to arbitration under chapter 21.

4.18.7 An Arbitration Panel shall consider the following matters when making an award in respect of a Dispute referred to in section 4.18.6:

(a) loss of use of the Expropriated land to the Nunatsiavut Government and any Person claiming under the Nunatsiavut Government, including a Person holding an interest referred to in section 4.9.1;

(b) the adverse effect of the Expropriation on other Labrador Inuit Lands;

(c) damage that may be caused to any unexpropriated interest in the Expropriated land;

(d) nuisance, including noise and inconvenience to the Nunatsiavut Government and any Person claiming under the Nunatsiavut Government or holding an interest referred to in section 4.9.1;

(e) the cultural attachment of Inuit to the Expropriated land;

(f) the effect on Wildlife, Habitat and Harvesting by Inuit;

(g) any particular or special value to Inuit of the Expropriated land;

(h) any and all costs reasonably associated with the Expropriation and any related negotiations, mediation or arbitration;

(i) the market value of the Expropriated land;

(j) whether other land is offered in compensation and, if so, the significance and value of that land; and

(k) any other matter that may be considered under relevant Legislation.

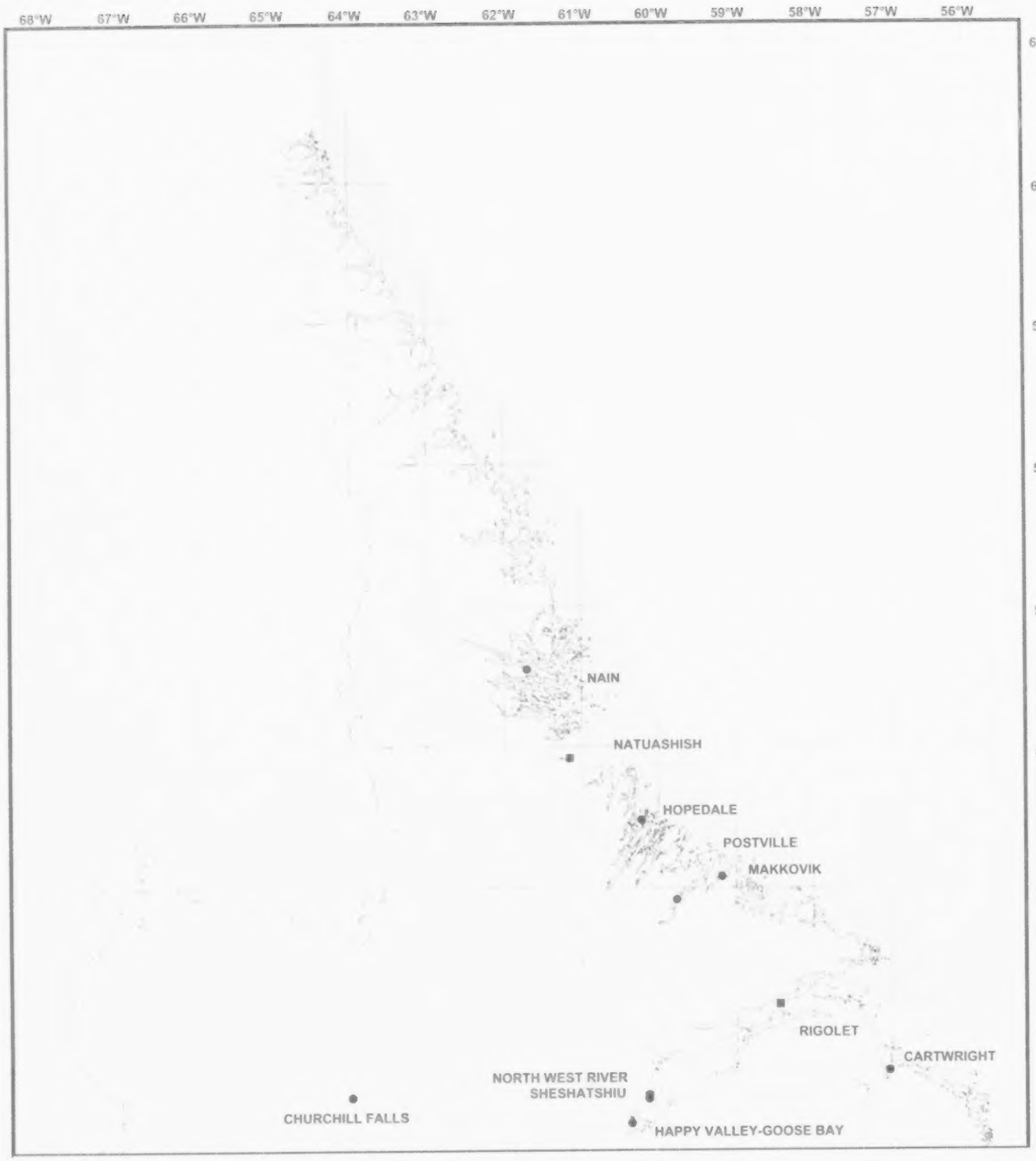
4.18.8 Upon completion of Expropriation proceedings in compliance with this part, the Expropriated interest in Labrador Inuit Lands is no longer vested in Inuit and if the entire Inuit estate under section 4.4.1 in a piece of Labrador Inuit Lands is Expropriated, that piece ceases to be Labrador Inuit Lands.

4.18.9 Expropriated land that is no longer required for the purposes for which it was Expropriated may, with the consent of the relevant Parties, be conveyed to Inuit at an agreed price, or, in the absence of agreement, a price determined by an Arbitration Panel in accordance with chapter 21. Land conveyed to Inuit under this section shall be Labrador Inuit Lands.

4.18.10 If at any time 12 percent of Labrador Inuit Lands, as identified and selected by Inuit at the Effective Date have already been and remain Expropriated, no further Expropriation of Labrador Inuit Lands shall occur unless the Expropriation Authority provides compensation that includes an amount of previously Expropriated Labrador Inuit Lands equivalent in significance and value to the Labrador Inuit Lands proposed for Expropriation.

4.18.11 For greater certainty, lands transferred in a land transfer agreement referred to in subsection 4.18.2(b) are not Expropriated lands and shall not be included in the calculation of the percentage of Labrador Inuit Lands referred to in section 4.18.10 that have been and remain Expropriated.

4.18.12 Lands acquired by Inuit as compensation under this part are Labrador Inuit Lands.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POSTVILLE
MAKKOVIK
RIGOLET
CARTWRIGHT
NORTH WEST RIVER
SHESHATSHIU
HAPPY VALLEY-GOOSE BAY
CHURCHILL FALLS

Labrador Inuit Land Claims Agreement

Schedule 4-A

Labrador Inuit Settlement Area

(section 4.2.1)

This is not an authoritative map of the Labrador Inuit Settlement Area and has been prepared for illustrative purposes only. The authoritative maps of the Labrador Inuit Settlement Area are contained in the Map Atlas.

legend

Labrador Inuit Settlement Area

land and Waters

Zone

Nunavut
Québec
Labrador
Labrador Sea

0 100 200

kilometres

scale
1 : 5,000,000

Labrador Inuit Land Claims Agreement

Schedule 4-B

Labrador Inuit Lands

(section 4.3.1)

This is not an authoritative map of Labrador Inuit Lands and has been prepared for illustrative purposes only. The authoritative maps of Labrador Inuit Lands are contained in the Map Atlas.

legend

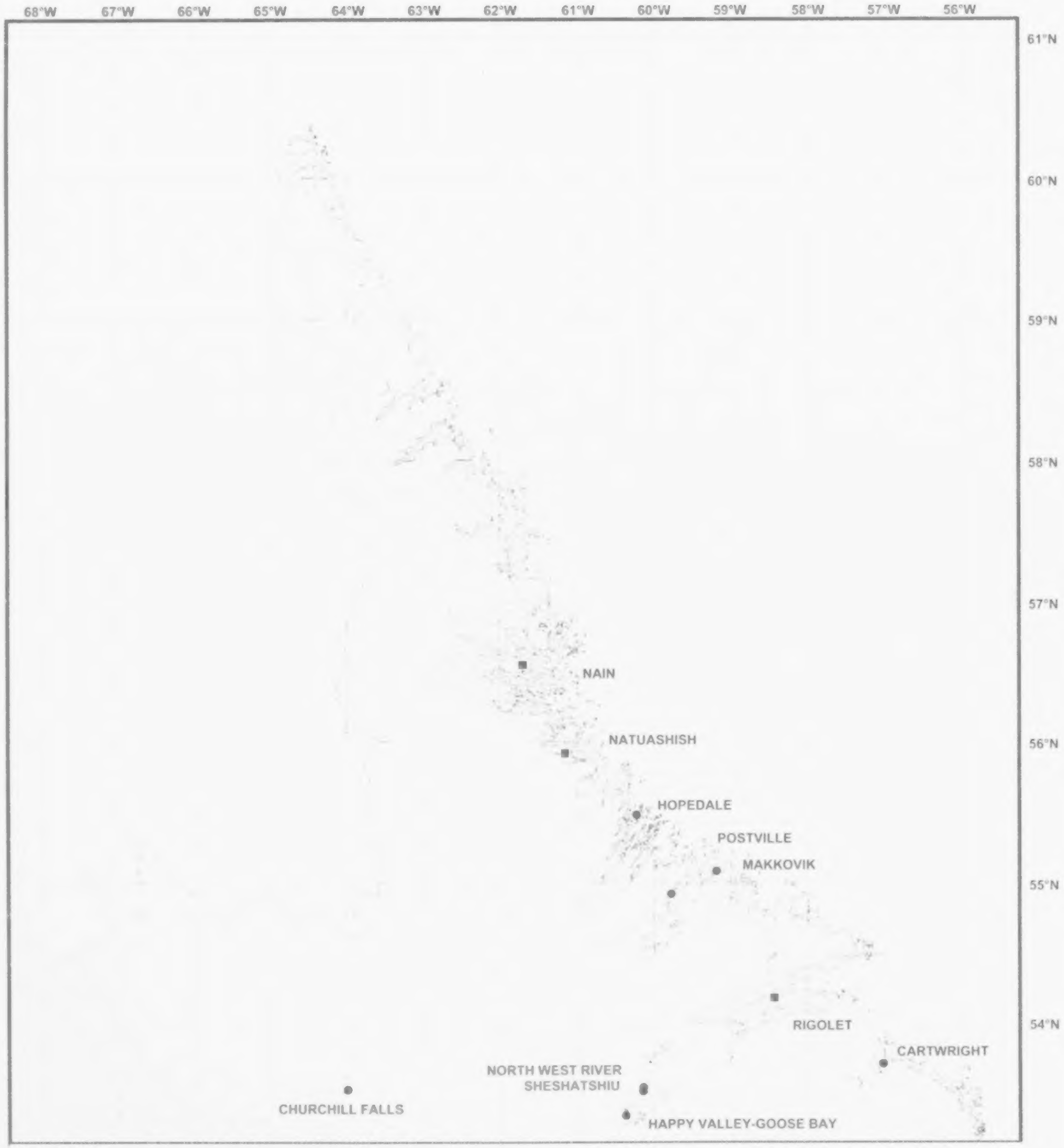
Labrador Inuit Lands

Nunavut
Labrador Sea
Québec
Labrador

0 100 200

kilometres

scale
1 : 5,000,000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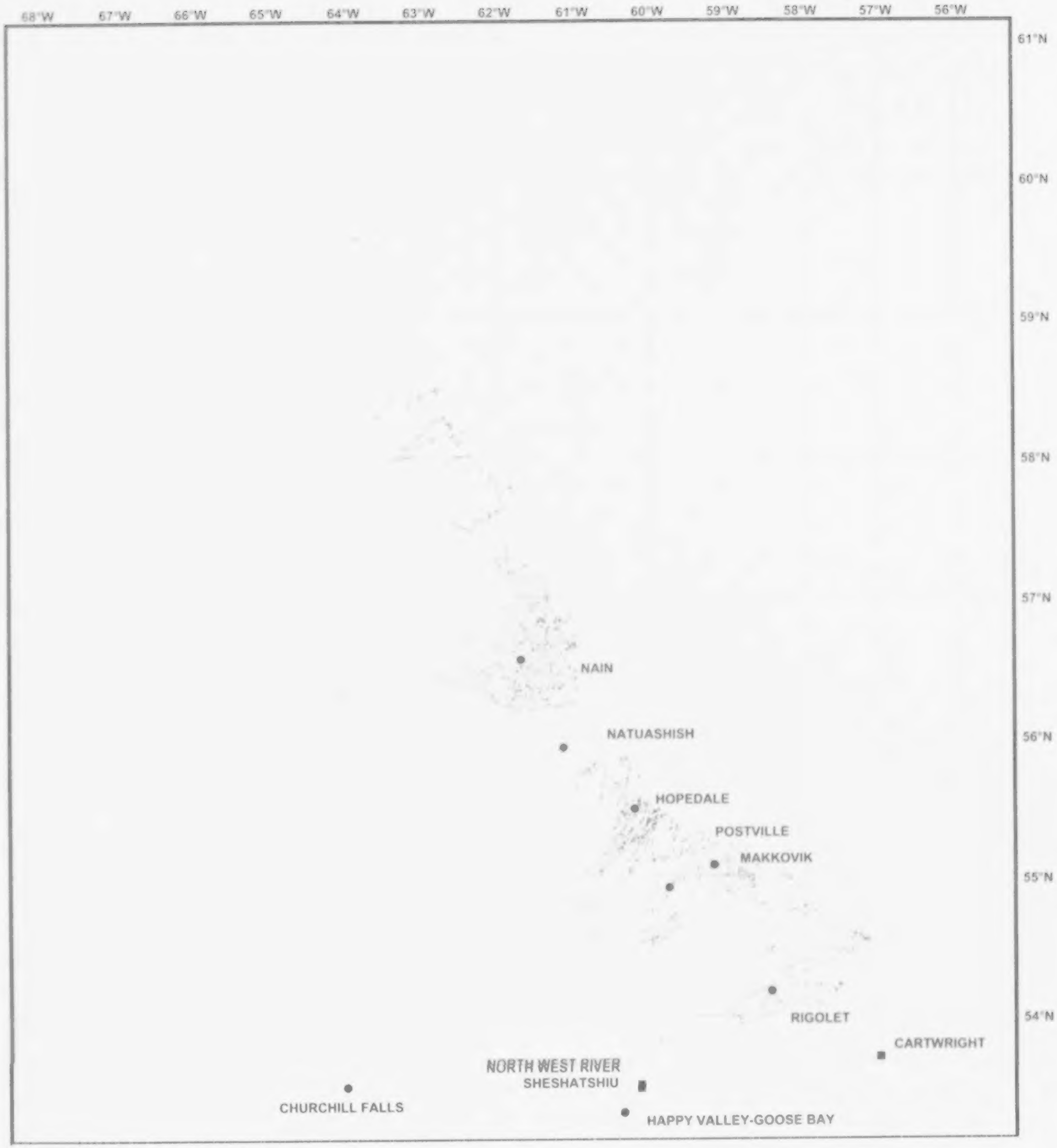
55°N
54°N
NAIN
NATUASHISH
HOPEDALE
POSTVILLE
MAKKOVIK
RIGOLET
CARTWRIGHT
NORTH WEST RIVER
SHESHATSHIU
HAPPY VALLEY-GOOSE BAY
CHURCHILL FALLS

note: Labrador Inuit Lands within Inuit Communities not shown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HOPEDALE
POSTVILLE
MAKKOVIK
RIGOLET
CARTWRIGHT
NORTH WEST RIVER
SHESHATSHIU
CHURCHILL FALLS
HAPPY VALLEY-GOOSE BAY

Labrador Inuit Land Claims Agreement

Schedule 4-C

Specified Material Lands

(section 4.3.3)

This is not an authoritative map of Specified Material Lands and has been prepared for illustrative purposes only. The authoritative maps of Specified Material Lands are contained in the Map Atlas.

legend

Specified Material Lands

Labrador Inuit Lands

Nunavut
Labrador Sea
Québec
Labrador
0
100
200
kilometres
scale
1 : 5,000,000
N

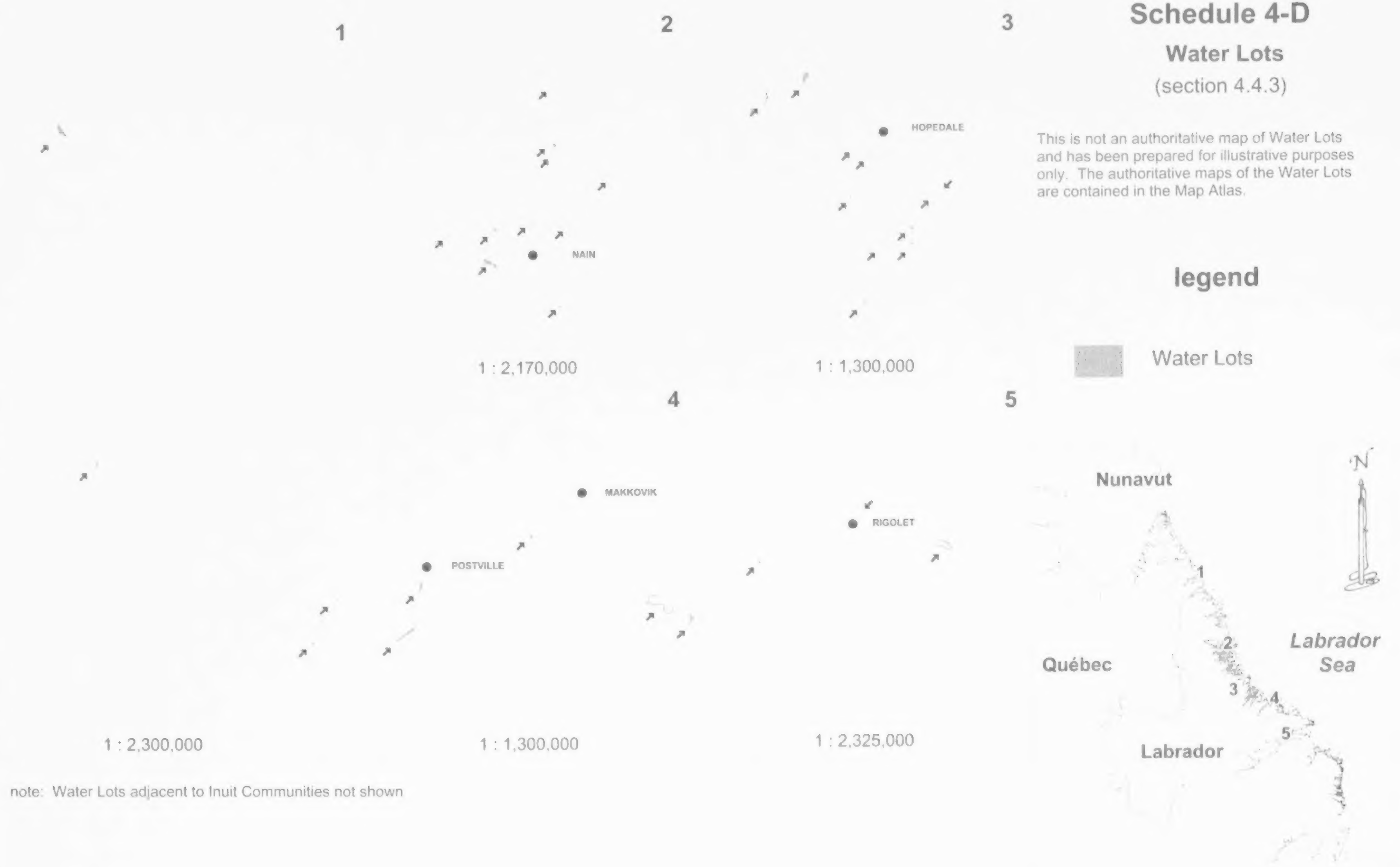
Labrador Inuit Land Claims Agreement

Schedule 4-D

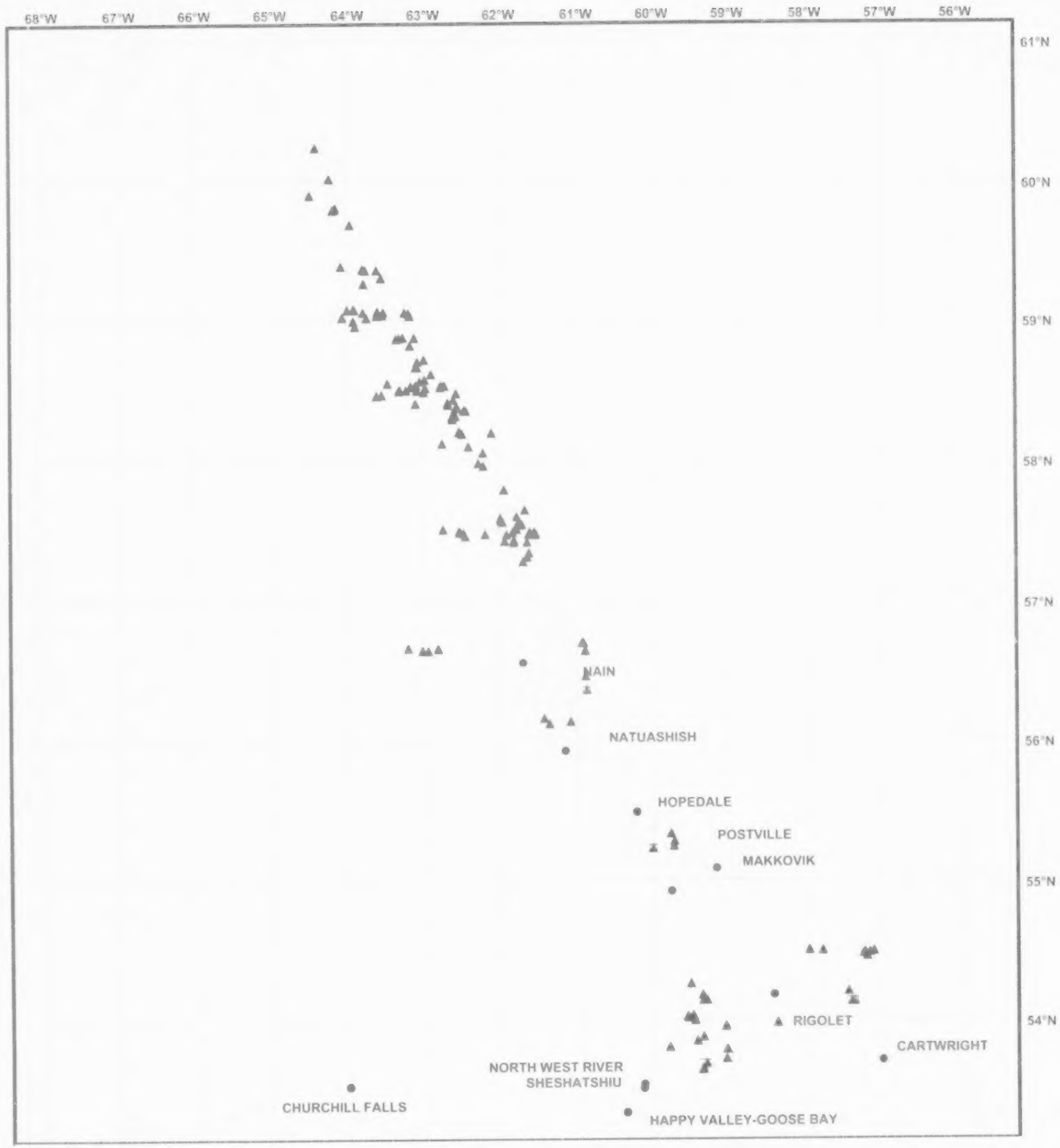
Water Lots

(section 4.4.3)

This is not an authoritative map of Water Lots and has been prepared for illustrative purposes only. The authoritative maps of the Water Lots are contained in the Map Atlas.


1
2
3
NAIN
HOPEDALE
1 : 2,170,000
1 : 1,300,000
legend
▨ Water Lots
4
5
MAKKOVIK
POSTVILLE
RIGOLET
1 : 2,300,000
1 : 1,300,000
1 : 2,325,000
N
Nunavut
Québec
Labrador
Labrador Sea
1
2
3
4
5

note: Water Lots adjacent to Inuit Communities not shown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NAIN
NATUASHISH
HOPEDALE
POSTVILLE
MAKKOVIK
RIGOLET
CARTWRIGHT
NORTH WEST RIVER
SHESHATSHIU
HAPPY VALLEY-GOOSE BAY
CHURCHILL FALLS

Labrador Inuit Land Claims Agreement

Schedule 4-E

Aullâsimavet

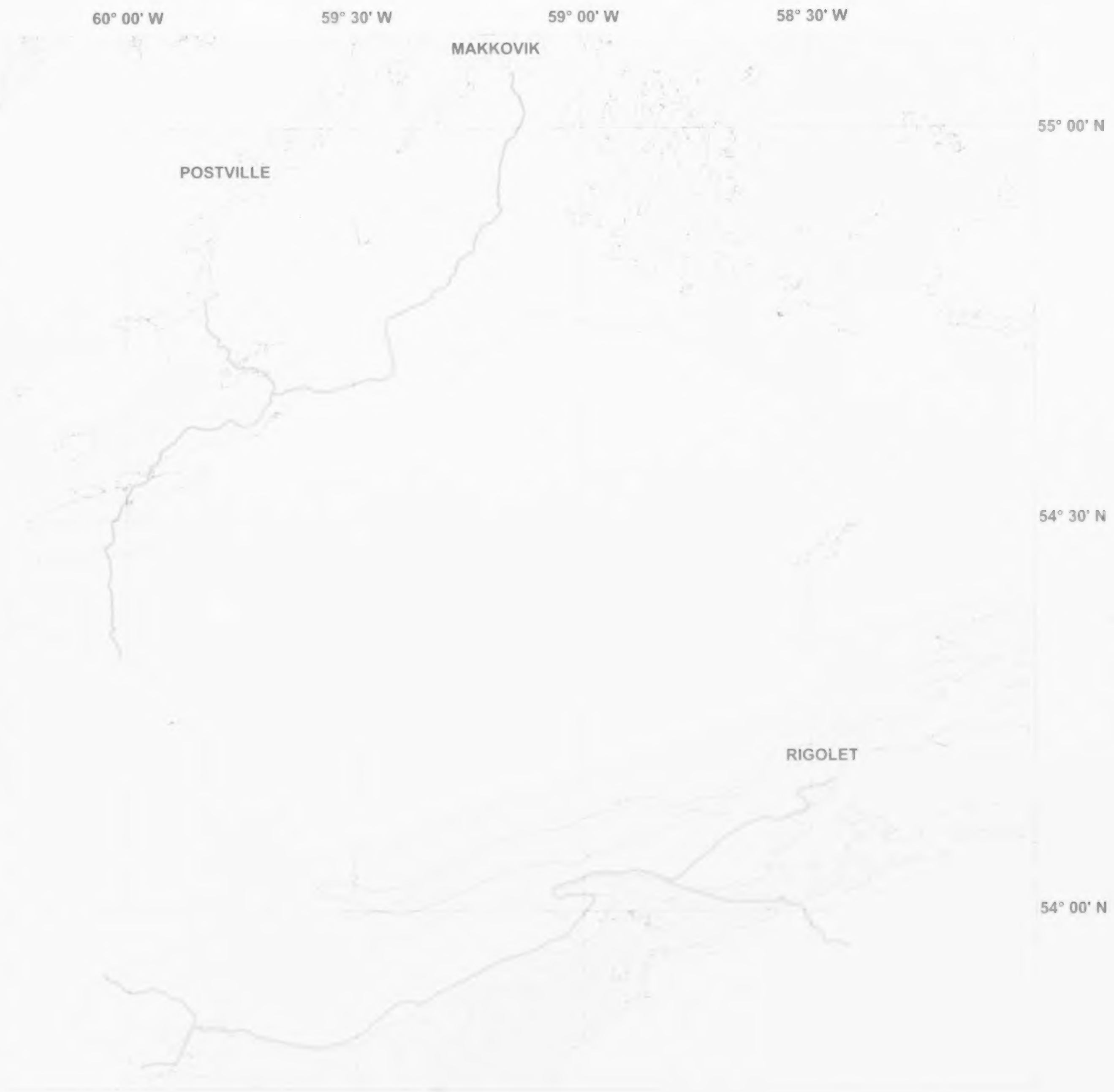
(section 4.14.1)

This is not an authoritative map of Aullâsimavet and has been prepared for illustrative purposes only. The authoritative maps of Aullâsimavet are contained in the Map Atlas.

legend

▲ Aullâvik (outside Labrador Inuit Lands)

Nunavut
Québec
Labrador
Labrador Sea
0
100
200
kilometres
scale
1 : 5,000,000
N


60° 00' W
59° 30' W
59° 00' W
58° 30' W
MAKKOVIK
POSTVILLE
RIGOLET
55° 00' N
54° 30' N
54° 00' N

Labrador Inuit Land Claims Agreement

Schedule 4-F

Winter Trails

(section 4.17.1)

This is not an authoritative map of the Winter Trails and has been prepared for illustrative purposes only. The authoritative maps of the Winter Trails are contained in the Map Atlas.

legend

- Winter Trail
- Labrador Inuit Lands
- Labrador Inuit Settlement Area (land and Waters)
- Labrador Inuit Settlement Area (Zone)

Nunavut
Labrador Sea
Québec
Labrador
N
0
15
30
kilometres
scale
1 : 825,000

Chapter 5: Water Management and Inuit Water Rights

Part 5.1 Definitions

5.1.1 In this chapter:

"Compensation Agreement" means an agreement referred to in subsection 5.6.2(a).

Part 5.2 General

5.2.1 Subject to this chapter, the Minister has the authority and responsibility for the management of the Use of Water in the Labrador Inuit Settlement Area.

5.2.2 Except as provided in sections 5.2.3 and 5.2.4, no Person may use Water in the Labrador Inuit Settlement Area without obtaining a Water Use Permit from the Minister.

5.2.3 Inuit may use Water in the Labrador Inuit Settlement Area for personal, family or domestic purposes, including hygiene and sanitation, for purposes related to the Inuit Domestic Harvest and the Inuit Domestic Fishery and for purposes of transportation associated with Harvesting without obtaining a Water Use Permit from the Minister and without charge, but nothing in this section precludes charges for Water services by the Person providing those services.

5.2.4 Nothing in this chapter affects any right that a natural person may have to use Water for domestic purposes pursuant to Legislation.

5.2.5 The exercise of the rights referred to in sections 5.2.3, 5.2.4 and 5.3.2 is subject to:

(a) the public right of navigation;

(b) the temporary Use of Water for emergency purposes, including fire fighting; and

(c) Water Use rights existing on the Effective Date under a valid grant, lease, licence or other instrument or under a statute.

5.2.6 Nothing in this chapter permits a Person to discharge Waste into Water without a Water Use Permit from the Minister.

5.2.7 Subject to section 5.2.8, rights to use water in the Labrador Inuit Settlement Area that exist on the Effective Date under a valid grant, lease, licence or other instrument or under a statute continue in accordance with the applicable grant, lease, licence or other instrument or under the statute, subject to Laws of General Application.

5.2.8 Any renewal, extension or amendment to a right referred to in section 5.2.7 that is required for purposes of an extension or modification to a Development in existence on the Effective Date shall be effected by the issuance of a Water Use Permit in accordance with this chapter.

5.2.9 Except for Water Uses referred to in sections 5.2.3 and 5.2.4, all applications for the Use of Water in the Labrador Inuit Settlement Area and all applications for renewals, extensions, or amendments of permitted Water Uses in the Labrador Inuit Settlement Area are subject to Environmental Assessment under chapter 11 prior to the issuance, renewal, extension or amendment of the Water Use Permit.

5.2.10 A decision of the Minister respecting a Water Use Permit in the Labrador Inuit Settlement Area must conform to the Land Use Plan.

5.2.11 Nothing in this chapter precludes the Nunatsiavut Government, an Inuit Community Government, an Inuk or an Inuit Business from selling Water in accordance with Laws of General Application after obtaining a Water Use Permit.

5.2.12 Notwithstanding any other provision of this chapter, Labrador Inuit Lands may not be flooded or used for the storage or diversion of Water by any Person without the consent of the Nunatsiavut Government.

5.2.13 Except as provided in sections 5.2.3, 5.2.14, 5.2.15, 5.3.2 and subsection 5.5.4(b) this chapter does not apply to a National Park, National Park Reserve, National Marine Conservation Area or National Marine Conservation Area Reserve.

5.2.14 Section 5.2.3 shall not be construed so as to entitle Inuit to remove Water from a National Park, National Park Reserve, National Marine Conservation Area, National Marine Conservation Area Reserve, Federal Wildlife Area or Migratory Bird Sanctuary except when the Water is carried by an Inuk for purposes of section 5.2.3 when travelling.

5.2.15 If a Water Use in a National Park, National Park Reserve, National Marine Conservation Area, National Marine Conservation Area Reserve, Federal Wildlife Area or Migratory Bird Sanctuary affects the Water rights of Inuit under section 5.3.2, Inuit shall be entitled to compensation in respect of the factors set out in section 5.6.5 or as set out in the relevant Park Impacts and Benefits Agreement or Protected Area Agreement.

Part 5.3 Inuit Water Rights

5.3.1 Subject to sections 5.2.4 and 5.2.7, a Person may not use Water that is on, in, under or flowing through Labrador Inuit Lands except in accordance with part 5.4.

5.3.2 Subject to this chapter, Inuit have the right to enjoy Water that is on, in, under, flowing through or adjacent to Labrador Inuit Lands substantially unaltered as to quantity, quality and rate of flow.

5.3.3 The right referred to in section 5.3.2 is vested in the Nunatsiavut Government for the use and benefit of Inuit.

Part 5.4 Administration of Water Uses in Labrador Inuit Lands

5.4.1 No Person, including the Nunatsiavut Government, may use Water that is on, in, under or flowing through Labrador Inuit Lands for any purpose other than one referred to in section 5.2.3 or 5.2.4 without a Water Use Permit issued by the Minister, but the Water Use Permit shall be issued without payment of application fees.

5.4.2 If the Nunatsiavut Government wishes to use Water that is on, in, under or flowing through Labrador Inuit Lands for a purpose other than one referred to in section 5.2.3 or 5.2.4 it shall submit an application to the Minister who shall approve the application and issue a Water Use Permit in accordance with this part.

5.4.3 If a Person other than the Nunatsiavut Government wishes to use Water that is on, in, under or flowing through Labrador Inuit Lands for a purpose other than one referred to in section 5.2.3 or 5.2.4, that Person shall, before submitting an application for a Water Use Permit to the Minister under section 5.4.6, submit the proposed application to the Nunatsiavut Government. For purposes of this part, the proposed application submitted to the Nunatsiavut Government is referred to as a "proposal".

5.4.4 The Nunatsiavut Government may reject a proposal or approve a proposal with or without terms and conditions and shall inform the Minister of its decision.

5.4.5 The following are deemed to have been approved by the Nunatsiavut Government under section 5.4.4, notwithstanding section 5.4.3:

(a) a Use of Water on, in, under or flowing through Labrador Inuit Lands in relation to Exploration that commenced prior to the Effective Date in accordance with an exploration plan approved under Provincial Legislation if the Person authorized to carry out the Exploration holds a valid grant, lease, licence or other instrument for the Use of Water;

(b) a Use of Water on, in, under or flowing through Labrador Inuit Lands in relation to quarrying that commenced prior to the Effective Date in accordance with a quarry permit issued under Provincial Legislation if the Person authorized to carry out the quarrying holds a valid grant, lease, licence or other instrument for the Use of Water; or

(c) a Use of Water on, in, under or flowing through Labrador Inuit Lands in relation to Exploration in Labrador Inuit Lands or quarrying in Labrador Inuit Lands outside Specified Materials Lands in accordance with a Work Plan that has been approved under section 4.11.15.

5.4.6 If a proposal is approved by the Nunatsiavut Government, the Person may then submit that proposal, as approved by the Nunatsiavut Government, as an application to the Minister, who shall, in accordance with this part, determine whether to issue a Water Use Permit.

5.4.7 The Minister shall not reject an application referred to in section 5.4.6 unless the Minister determines that the proposed Water Use will have adverse effects outside Labrador Inuit Lands for which compensation of a third party whose rights are detrimentally affected is not possible or would not be adequate.

5.4.8 Notwithstanding section 5.4.7, the Minister shall not refuse to issue a Water Use Permit for an application referred to in section 5.4.6 that is for community Water supply purposes.

5.4.9 Nothing in section 5.2.11, 5.4.7 or 5.4.8 affects the discretion of the Minister to prohibit, in accordance with Laws of General Application, the bulk removal of water from Newfoundland and Labrador.

5.4.10 Nothing in this chapter affects the discretion of the Minister to refuse to issue a Water Use Permit for reasons of public health.

5.4.11 Prior to rejecting an application for the Use of Water referred to in section 5.4.6, the Minister shall Consult the Nunatsiavut Government.

5.4.12 Prior to establishing terms and conditions with respect to an application for the Use of Water referred to in section 5.4.6 that are different from those established by the Nunatsiavut Government under section 5.4.4, the Minister shall Consult the Nunatsiavut Government with a view to reaching an agreement. If no agreement is reached, the Nunatsiavut Government may:

(a) reject the issuance of the Water Use Permit, in which case it shall not be issued; or

(b) agree to the issuance of the Water Use Permit on the terms and conditions established by the Minister.

5.4.13 A Water Use Permit issued to the Nunatsiavut Government may be assigned by the Nunatsiavut Government to an Inuk or Inuit Business.

5.4.14 Notwithstanding that the definition of Water does not include Tidal Waters, if a power Development is proposed within the area set out in the Map Atlas (shown for illustrative purposes only in schedule 5-A) that substantially alters the quantity, quality or rate of flow of Tidal Waters adjacent to Labrador Inuit Lands within the area shown in schedule 5-A, the Development shall not be permitted to proceed until the Nunatsiavut Government and the Developer have concluded a Compensation Agreement and, for purposes of negotiations or an arbitration related to the Compensation Agreement, Inuit shall be entitled to claim for losses likely to result from the substantial alteration to the quantity, quality or rate of flow of the Tidal Waters adjacent to Labrador Inuit Lands within the area shown in schedule 5-A.

Part 5.5 Administration of Water Uses in the Labrador Inuit Settlement Area Outside Labrador Inuit Lands

5.5.1 Before determining whether to issue a Water Use Permit in the Labrador Inuit Settlement Area outside Labrador Inuit Lands, or a Water Use Permit outside the Labrador Inuit Settlement Area that may affect Water or a Water Use in the Labrador Inuit Settlement Area, the Minister shall Consult the Nunatsiavut Government with respect to the application for the Water Use Permit and shall, in making the determination, take into account:

(a) the impact of the proposed Water Use on Fish, Fish Habitat, Aquatic Plants, Wildlife, Plants and Habitat in the Labrador Inuit Settlement Area;

(b) the impact of the proposed Water Use on Harvesting rights of Inuit under the Agreement;

(c) the impact of the proposed Water Use on the quantity, quality or rate of flow of Water on, in, under, flowing through or adjacent to Labrador Inuit Lands;

(d) measures to Mitigate any negative effects or impacts of the proposed Water Use;

(e) existing water rights; and

(f) any other matters that the Nunatsiavut Government and the Minister consider relevant.

5.5.2 Notwithstanding the definition of Consultation, if a time is established under a Law of General Application for purposes of the issuance of Water Use Permits outside the Labrador Inuit Settlement Area, Consultation with respect to the issuance of a Water Use Permit under section 5.5.1 shall be carried out within that time and the Nunatsiavut Government shall be given the full period of time available under the Law to complete the Consultation.

5.5.3 If the Minister, after Consulting the Nunatsiavut Government in accordance with section 5.5.1, determines that the Water Use may affect Inuit rights under the Agreement, the Minister shall not issue a Water Use Permit in the Labrador Inuit Settlement Area outside Labrador Inuit Lands, unless the Minister also determines that:

(a) there is no alternative that could reasonably satisfy the requirements of the applicant; and

(b) if there is no reasonable alternative, there are no reasonable measures whereby the applicant could avoid affecting Inuit rights under the Agreement.

5.5.4 If the proposed Water Use referred to in section 5.5.1 may substantially alter the quantity, quality or rate of flow of Water on, in, under, flowing through or adjacent to Labrador Inuit Lands, the Minister shall not issue the Water Use Permit unless the Minister has made the determinations referred to in section 5.5.3 and:

(a) a Compensation Agreement is in effect; or

(b) in circumstances where a Park Impacts and Benefits Agreement or Protected Area Agreement referred to in section 5.2.15 or an Inuit Impacts and Benefits Agreement is required, a Park Impacts and Benefits Agreement, Protected Area Agreement or Inuit Impacts and Benefits Agreement that includes provisions respecting the rights of Inuit to compensation under this part has been concluded.

5.5.5 The Minister shall, as soon as practicable, Consult the Nunatsiavut Government, the Torngat Joint Fisheries Board and the Torngat Wildlife and Plants Co-Management Board on matters set out in section 5.5.6 and any proposed changes to Legislation, policies or guidelines that may affect the Use of Water in the Labrador Inuit Settlement Area.

5.5.6 Except as provided in this chapter, nothing in part 5.4 restricts the Minister's power to:

(a) use Water on, in, under, flowing through or adjacent to Labrador Inuit Lands for purposes related to research, protection and conservation of Water, aquatic life and aquatic habitat;

(b) establish standards and measures for the protection of Water, including community Water supplies, on, in, under, flowing through or adjacent to Labrador Inuit Lands;

(c) use or authorize the Use of Water on, in, under, flowing through or adjacent to Labrador Inuit Lands for purposes of fighting fires;

(d) establish flood control measures, develop flood plain management strategies and designate flood risk zones with respect to Water on, in, under, flowing through or adjacent to Labrador Inuit Lands;

(e) carry out or authorize hydrologic data collection and hydrologic research with respect to Water on, in, under, flowing through or adjacent to Labrador Inuit Lands; and

(f) use or authorize the Use of Water on, in, under, flowing through or adjacent to Labrador Inuit Lands for any other similar purpose that is in the common interest of Inuit and the other residents of the Labrador Inuit Settlement Area,

but nothing in this section permits a Use of Water with respect to Water on, in, under, flowing through or adjacent to Labrador Inuit Lands for purposes of a Development.

5.5.7 For greater certainty, the Nunatsiavut Government has no responsibility and incurs no liability with respect to any matter referred to in section 5.5.6 and nothing in section 5.5.6 derogates from Inuit rights under part 5.3.

5.5.8 If the Province decides to delegate responsibility for the management of Water or the issuance of Water Use Permits in the Labrador Inuit Settlement Area or the issuance of Water Use Permits that may affect Water in the Labrador Inuit Settlement Area to a board, body or authority, at least one member of the board, body or authority shall be appointed by the Nunatsiavut Government.

5.5.9 The Minister shall not unreasonably deny an application by any Person for the Use of Water in the Labrador Inuit Settlement Area for purposes of an Inuit Community or for purposes of a Development in Labrador Inuit Lands where Water for that purpose is not readily available in Labrador Inuit Lands.

Part 5.6 Compensation

5.6.1 The rights of Inuit under part 5.3 and section 5.4.14 entitle Inuit to compensation in accordance with this part.

5.6.2 No Water Use Permit shall be issued to a Developer in respect of a Development in the Labrador Inuit Settlement Area that may substantially alter the quantity, quality or rate of flow of Water on, in, under, flowing through or adjacent to Labrador Inuit Lands unless, after the Minister has made the determinations referred to in section 5.5.3:

(a) the Developer has entered into a compensation agreement with the Nunatsiavut Government in accordance with this part or a compensation agreement has been established by an Arbitration Panel in accordance with section 5.6.3 and this part; or

(b) the Developer and the Nunatsiavut Government have agreed on compensation provisions regarding the matters referred to in section 5.6.5 in an Inuit Impacts and Benefits Agreement.

5.6.3 Unless an Inuit Impacts and Benefits Agreement has been reached, a Developer and the Nunatsiavut Government shall negotiate for the purpose of reaching a Compensation Agreement. If a Compensation Agreement has not been concluded by the Nunatsiavut Government and the Developer within 60 clear days from the commencement of the negotiations, the Nunatsiavut Government or the Developer may refer any unresolved issue relating to the content, terms or conditions of the

Compensation Agreement to arbitration under chapter 21 and the Arbitration Decision shall be made within 90 clear days from the date of the referral.

5.6.4 For purposes of section 5.6.3, the negotiations shall be deemed to have commenced seven clear days from the determinations by the Minister referred to in section 5.5.3.

5.6.5 If a Dispute over compensation is referred to arbitration under this chapter, chapter 7 or chapter 9, the Arbitration Panel, in determining the compensation to be awarded to Inuit under a Compensation Agreement, Inuit Impacts and Benefits Agreement or Protected Area Agreement referred to in section 5.2.15, shall take into account:

(a) the anticipated adverse effects, including incremental and cumulative effects, of the change in quantity, quality or rate of flow of Water on, in, under, flowing through or adjacent to Labrador Inuit Lands that are likely to result from the proposed Water Use;

(b) the anticipated nuisance, inconvenience, disturbance or noise caused by the change in quantity, quality or rate of flow of Water on, in, under, flowing through or adjacent to Labrador Inuit Lands that is likely to result from the proposed Water Use;

(c) the anticipated adverse effects of the change in quantity, quality or rate of flow of Water upon pre-existing Water Uses by Inuit or in Labrador Inuit Lands that are likely to result from the proposed Water Use;

(d) the cultural attachment of Inuit to Labrador Inuit Lands, including Water, that would be adversely affected by the change in quantity, quality or rate of flow of Water;

(e) the decrease in value of Labrador Inuit Lands, including Water, that are likely to be affected by the change in quantity, quality or rate of flow of Water;

(f) the level of damage that is likely to result from the Water Use;

(g) interference with Inuit rights under the Agreement; and

(h) any other matter the Arbitration Panel may consider relevant for purposes of determining the compensation award.

5.6.6 An Arbitration Panel shall presume that a substantial change in the quantity, quality or rate of flow of Water on, in, under, through or adjacent to Labrador Inuit Lands entitles the Nunatsiavut Government to compensation.

5.6.7 Unless otherwise agreed by the Nunatsiavut Government and a Developer, a determination of compensation made by an Arbitration Panel under section 5.6.3 shall provide for periodic payments and periodic review of the payments for the purpose of adjustments, having due regard to the nature and duration of the Water Use.

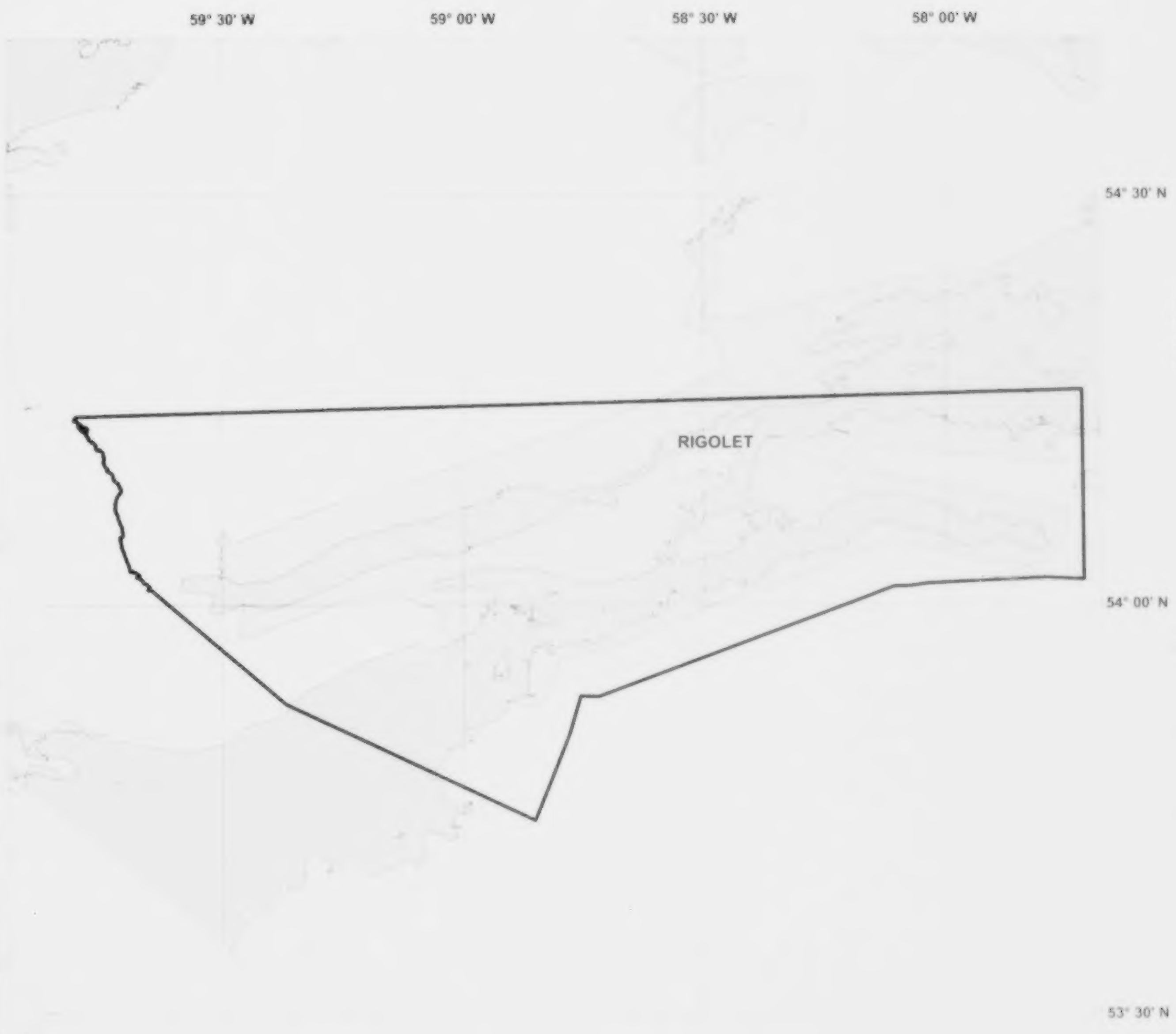
5.6.8 An Arbitration Panel may, if it receives a request for compensation in kind from the Nunatsiavut Government, award compensation under a Compensation Agreement, Inuit Impacts and Benefits Agreement or Protected Area Agreement referred to in section 5.2.15 in the form of compensation in kind or partly in the form of monetary compensation and partly in the form of compensation in kind.

5.6.9 Nothing in this part restricts any of the rights or remedies of Inuit in the event that a Person:

(a) uses Water without a required Water Use Permit;

(b) breaches the terms and conditions of a Water Use Permit so as to affect Inuit rights under section 5.3.2; or

(c) breaches the terms or conditions of a Compensation Agreement.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58° 30' W
58° 00' W
54° 30' N
54° 00' N
53° 30' N
RIGOLET

Labrador Inuit Land Claims Agreement

Schedule 5-A

Area of Inuit rights under section 5.4.14

This is not an authoritative map of the area of Inuit rights under section 5.4.14 and has been prepared for illustrative purposes only. The authoritative maps of the area of Inuit rights under secton 5.4.14 are contained in the Map Atlas.

legend

- ☐ area of Inuit rights under section 5.4.14
- Labrador Inuit Lands
- Labrador Inuit Settlement Area (land and Waters)
- Labrador Inuit Settlement Area (Zone)

Nunavut
Québec
Labrador
Labrador Sea

0 15 30

kilometres

scale
1 : 825,000

N

Chapter 6: Ocean Management

Part 6.1 Definitions

6.1.1 In this chapter:

"Marine Protected Area Agreement" means an agreement referred to in section 6.4.5 or 6.4.6;

"Ocean Areas Adjacent to the Zone" means those waters lying eastward of the Zone that are bounded to the south by latitude 54° north and extending, at any point, as far as the outer edge of the continental margin or a distance of 200 nautical miles from the baselines from which the breadth of the territorial sea of Canada is measured, whichever is greater;

"Petroleum Development Plan" means a plan submitted under subsection 139(2) of the *Canada-Newfoundland Atlantic Accord Implementation Act* and subsection 135(2) of the *Canada-Newfoundland and Labrador Atlantic Accord Implementation Newfoundland and Labrador Act* for the purpose of obtaining approval of the general approach of developing a pool or field as proposed in the plan; and

"Regulator" means Canada, the Province or other regulator having jurisdiction or authority with respect to a matter, including the Canada-Newfoundland Offshore Petroleum Board.

Part 6.2 General

6.2.1 This chapter shall be interpreted in a manner consistent with:

(a) Canada's sovereignty, sovereign rights, jurisdiction and international obligations; and

(b) the Province's jurisdiction in the Labrador Inuit Settlement Area.

6.2.2 This chapter does not apply to a National Park, National Park Reserve, National Marine Conservation Area, National Marine Conservation Area Reserve or Protected Area.

Part 6.3 Ocean Management

6.3.1 Before finalizing a strategy for the management of estuarine, coastal and marine areas that would directly apply to the estuarine, coastal and marine areas of the Labrador Inuit Settlement Area, the Minister shall Consult the Nunatsiavut Government with respect to the strategy.

6.3.2 The Minister shall Consult the Nunatsiavut Government in the development and implementation of plans for the integrated management of activities or measures that directly affect the estuarine, coastal and marine areas of the Labrador Inuit Settlement Area.

6.3.3 The Consultation referred to in section 6.3.2 shall include Consultation about:

(a) the establishment of, and possible Inuit participation in, advisory or management bodies; and

(b) the establishment of environmental guidelines, objectives and criteria respecting the quality of the estuarine, coastal and marine areas of the Labrador Inuit Settlement Area.

Part 6.4 Marine Protected Areas

6.4.1 If the Minister proposes to develop a system of Marine Protected Areas, the Minister shall Consult the Nunatsiavut Government to the extent that the system applies to the estuarine, coastal and marine areas of the Labrador Inuit Settlement Area.

6.4.2 The Minister shall Consult the Nunatsiavut Government prior to establishing, disestablishing or changing the boundaries of a Marine Protected Area in the Zone.

6.4.3 Nothing in this part prevents the Nunatsiavut Government from recommending to the Minister:

(a) the establishment of Marine Protected Areas in the Zone; and

(b) terms and conditions relating to management plans for Marine Protected Areas in the Zone.

6.4.4 The Minister shall accept, vary or reject a recommendation made under section 6.4.3 and, in the case of a rejection or variance, shall provide the Nunatsiavut Government with the reasons for the decision in writing.

6.4.5 Prior to the establishment of a Marine Protected Area in the Zone, Canada and the Nunatsiavut Government shall, unless otherwise agreed between them, negotiate a Marine Protected Area agreement.

6.4.6 If Canada and the Nunatsiavut Government cannot conclude an agreement referred to in section 6.4.5 within 180 clear days from the commencement of negotiations for that purpose, or any other time agreed to by them, they shall select a conciliator who shall submit a report to them for consideration. If Canada and the Nunatsiavut Government cannot agree on the selection of the conciliator, the Minister may select the conciliator. If Canada and the Nunatsiavut Government cannot agree following conciliation, each party shall, within 60 clear days from the conclusion of the conciliation proceedings, submit a report to the Minister for the Minister's consideration and decision on the terms of the agreement.

6.4.7 A Marine Protected Area Agreement may include any matter connected with a Marine Protected Area, including those matters identified in schedule 6-A.

6.4.8 A Marine Protected Area Agreement:

(a) shall not form part of the Agreement; and

(b) is not intended to be a treaty or land claims agreement and is not intended to recognize or affirm aboriginal or treaty rights within the meaning of sections 25 and 35 of the *Constitution Act, 1982*.

6.4.9 In the event of an emergency, the Minister may establish, disestablish or change the boundaries of a Marine Protected Area in the Zone without first following the process set out in sections 6.4.2, 6.4.5 and 6.4.6. The Minister shall advise the Nunatsiavut Government as soon as practicable after doing so.

6.4.10 Federal publications informing the public about Marine Protected Areas in the Zone must be made available in Inuktitut.

Part 6.5 Marine Shipping

6.5.1 The Minister shall Consult the Nunatsiavut Government prior to:

(a) the establishment by the Minister of marine navigation services in the Zone; and

(b) the issuance of approvals or exemptions under the *Navigable Waters Protection Act* in the Zone.

6.5.2 Section 6.5.1 does not apply in the event of an emergency.

Part 6.6 Development and Exploration

6.6.1 Canada and the Province shall Consult the Nunatsiavut Government prior to permitting, approving or authorizing a Development of Minerals in the Zone, including any marine transportation in the Zone directly associated with the Development. The Consultation shall take into consideration Inuit rights in the Zone under the Agreement and that Inuit resident in the Labrador Inuit Settlement Area are adjacent to the Zone.

6.6.2 The Nunatsiavut Government may make recommendations to the Minister regarding the potential impact on the integrity of landfast sea ice of a Development or Petroleum Exploration in the Labrador Inuit Settlement Area, including any marine transportation in the Zone directly associated with the Development or Petroleum Exploration.

6.6.3 A Regulator shall Consult the Nunatsiavut Government prior to:

(a) making a decision to open any part of the Zone to Petroleum Exploration or making a decision to issue Petroleum interests within the Zone;

(b) issuing rights in relation to tidal energy within the Zone;

(c) making a decision to permit, license or grant the right to construct, operate or abandon a pipeline in the Zone;

(d) deciding not to conduct a public review or a public hearing in relation to a potential Petroleum Development or tidal energy project in the Zone;

(e) establishing terms of reference or a timetable for the public review of a Petroleum Development, including a Petroleum Development Plan, in the Zone;

(f) establishing terms of reference, requirements or guidelines for preparation of a preliminary development plan, environmental issue list, environmental impact statement, socio-economic impact statement or any other plan or statement in relation to a Petroleum Development in the Zone; or

(g) making a decision whether to approve a Petroleum Development Plan in the Zone.

6.6.4 Notwithstanding the definition of Consult, the obligation to Consult referred to in section 6.6.3 shall be carried out within:

(a) any applicable timetable prescribed by the *Canada-Newfoundland Atlantic Accord Implementation Act* and the *Canada-Newfoundland and Labrador Atlantic Accord Implementation Newfoundland and Labrador Act*; or

(b) any timetable that applies to a matter referred to in section 6.6.3 under a Law of General Application and that is applicable to federal and Provincial government departments or agencies.

6.6.5 For greater certainty, the Nunatsiavut Government shall have the full period of time available under the applicable timetable referred to in section 6.6.4 for Consultation.

6.6.6 A Regulator shall notify the Nunatsiavut Government in writing about any permit, approval or authorization that it proposes to issue for:

(a) a Petroleum Exploration program in the Zone; or

(b) a Development of Minerals or a Petroleum Exploration program in Ocean Areas Adjacent to the Zone,

and the Nunatsiavut Government may make recommendations to the Regulator with respect to the proposed permit, approval or authorization.

6.6.7 The recommendations of the Nunatsiavut Government referred to in section 6.6.6 shall be made within:

(a) any applicable timetable prescribed by the *Canada-Newfoundland Atlantic Accord Implementation Act* and the *Canada-Newfoundland and Labrador Atlantic Accord Implementation Newfoundland and Labrador Act*; or

(b) any timetable that applies to a matter referred to in section 6.6.6 under a Law of General Application and that is applicable to federal and Provincial Government departments or agencies.

6.6.8 Where any individual is to be nominated or appointed for the purpose of conducting a public hearing in relation to a potential Petroleum Development in the Zone, the Regulator shall Consult the Nunatsiavut Government prior to making the nomination or appointment. Nothing in this section derogates from chapter 11.

6.6.9 The Canada-Newfoundland Offshore Petroleum Board may, in the exercise of a power or the performance of a duty, Consult the Nunatsiavut Government in relation to:

(a) Environmental protection and regulation in the Zone;

(b) emergency measures in the Zone;

(c) marine transportation in the Zone; and

(d) other matters that are appropriate in relation to the Zone.

6.6.10 When Petroleum Exploration or Petroleum Development is being carried out in the Zone, each of Canada and the Province shall appoint a representative of the Nunatsiavut Government to the committee responsible for reviewing and monitoring implementation of the oil pollution and fisheries compensation regime under the *Canada-Newfoundland Atlantic Accord Implementation Act* and the *Canada-Newfoundland and Labrador Atlantic Accord Implementation Newfoundland and Labrador Act*, should such a committee be established. If such a committee is not established at any time when Petroleum Exploration or Petroleum Development is being carried out in the Zone, Canada and the Province shall Consult the Nunatsiavut Government about the implementation of the oil pollution and fisheries compensation regime under the *Canada-Newfoundland Atlantic Accord Implementation Act* and the *Canada-Newfoundland and Labrador Atlantic Accord Implementation Newfoundland and Labrador Act*.

6.6.11 Canada and the Province shall Consult the Nunatsiavut Government prior to establishing an oil pollution and fisheries compensation regime for Petroleum Exploration or Petroleum Development in the Zone other than the oil pollution and fisheries compensation regime established under the *Canada-Newfoundland Atlantic Accord Implementation Act* and the *Canada-Newfoundland and Labrador Atlantic Accord Implementation Newfoundland and Labrador Act.*

6.6.12 The Environmental Studies Management Board under the *Canada Petroleum Resources Act* shall Consult the Nunatsiavut Government prior to approving any environmental and social studies pertaining to Petroleum Exploration or Petroleum Development in the Zone.

6.6.13 The Nunatsiavut Government may propose environmental and social studies pertaining to Petroleum Exploration or Petroleum Development in the Labrador Inuit Settlement Area for funding under the *Canada Petroleum Resources Act.*

Part 6.7 Inuit Impacts and Benefits Agreements in the Zone

6.7.1 Subject to sections 6.7.11, 6.7.12 and 6.7.13, no Major Development, or any part, phase or stage of a Major Development, including any marine transportation in the Zone directly associated with the Major Development, may commence in the Zone until an agreement has been concluded between the Developer and the Nunatsiavut Government in accordance with this part or, in circumstances referred to in section 6.7.8, 6.7.9, 6.7.10 or 6.7.13, has been established for them by an Arbitration Panel in accordance with this part.

6.7.2 A Developer of a Major Development in the Zone is subject to chapter 14 unless the Nunatsiavut Government agrees otherwise in an Inuit Impacts and Benefits Agreement.

6.7.3 An Inuit Impacts and Benefits Agreement may provide for any matter connected with a Major Development in the Zone, including any marine transportation in the Zone directly associated with the Major Development, that could have a detrimental impact on Inuit or that could reasonably confer a benefit on Inuit, including any matter identified in schedule 6-B.

6.7.4 The negotiation of an Inuit Impacts and Benefits Agreement shall be guided by the following principles:

(a) the benefits shall be consistent with and promote Inuit cultural goals;

(b) the nature and extent of the benefits shall be related to the nature, scale and cost of the Major Development;

(c) the benefits shall not place an excessive burden on the Developer or undermine the viability of the Major Development;

(d) any negative impacts on the Environment, Inuit and Inuit rights under the Agreement shall be avoided, mitigated or compensated in a manner consistent with the nature, scale and cost of the Major Development; and

(e) the Inuit Impacts and Benefits Agreement shall give priorities to Inuit but shall not preclude other residents adjacent to the Zone from obtaining benefits from the Major Development.

6.7.5 A Developer who proposes a Major Development in the Zone shall:

(a) give written notice of the proposed Major Development to the Nunatsiavut Government at the earliest reasonable opportunity;

(b) start the negotiation of an Inuit Impacts and Benefits Agreement with the Nunatsiavut Government in respect of the proposed Major Development at the earliest reasonable opportunity and, in any event, start the negotiation of an Inuit Impacts and Benefits Agreement with the Nunatsiavut Government in respect of the proposed Major Development upon receipt of written notice to do so from the Nunatsiavut Government; and

(c) make efforts to conclude an Inuit Impacts and Benefits Agreement with the Nunatsiavut Government at the earliest reasonable opportunity.

6.7.6 An Inuit Impacts and Benefits Agreement shall be a contract.

6.7.7 If a Developer has not concluded an Inuit Impacts and Benefits Agreement with the Nunatsiavut Government with respect to a Major Development in the Zone at the time when a permit or authorization is issued with respect to the Major Development, the permit or authorization may be issued subject to the condition that it is of no force or effect, and that no Construction of the Major Development may commence, until the conclusion of an Inuit Impacts and Benefits Agreement or, subject to section 6.7.11, the expiry of the arbitration period referred to in section 6.7.8.

6.7.8 If an Inuit Impacts and Benefits Agreement has not been concluded by the Nunatsiavut Government and a Developer within 90 clear days from the date of the last permit or authorization required for the Major Development in the Zone to commence, the Nunatsiavut Government, the Developer or the Minister may refer any unresolved issue relating to the content, terms or conditions of the Inuit Impacts and Benefits Agreement to arbitration under chapter 21 and the Arbitration Decision shall be made within 90 clear days from the date of referral.

6.7.9 Nothing in this part prevents or is to be construed as preventing the Nunatsiavut Government and a Developer of a Major Development in the Zone from referring any or all questions relating to the content, terms or conditions of an Inuit Impacts and Benefits Agreement to arbitration under chapter 21 and, in that event and if section 6.7.7 applies, the Arbitration Decision shall be made within the arbitration period referred to in section 6.7.8.

6.7.10 Notwithstanding section 6.7.8, in the circumstances referred to in section 6.7.7, if a Developer of a Major Development in the Zone or the Nunatsiavut Government considers that the other party is not negotiating in good faith within the first 90 clear days from the date of the last permit or authorization required for the Major Development to commence, that party may immediately refer any unresolved issue relating to the content, terms or conditions of the Inuit Impacts and Benefits Agreement to arbitration under chapter 21 and the Arbitration Decision shall be made within the arbitration period referred to in section 6.7.8.

6.7.11 If an Inuit Impacts and Benefits Agreement has not been concluded by the Nunatsiavut Government and a Developer within 90 clear days from the date of the last permit or authorization required for the Major Development in the Zone to commence and a reference to arbitration has been made under section 6.7.8 but the Minister reasonably believes that the arbitration period referred to in section 6.7.8 would jeopardize the Major Development, the Minister may, subject to section 6.7.14, authorize Construction to commence if the Developer has obtained all necessary approvals. The Minister shall give written notice to the Arbitration Panel and the Nunatsiavut Government of an authorization under this section.

6.7.12 The Developer and the Nunatsiavut Government may agree that an Inuit Impacts and Benefits Agreement is not required for a Major Development in the Zone.

6.7.13 If the Governor in Council declares a military or national emergency, a Major Development in the Zone that, in the sole discretion of the Minister, is declared to be connected to the military or national emergency may commence prior to the conclusion of an Inuit Impacts and Benefits Agreement, but an Inuit Impacts and Benefits Agreement shall be negotiated between the Developer and the Nunatsiavut Government and, if an Inuit Impacts and Benefits Agreement has not been concluded within 90 clear days from the start of Construction of the Major Development, either the Developer or the Nunatsiavut Government may refer any unresolved issue relating to the content, terms or conditions of the Inuit Impacts and Benefits Agreement to arbitration under chapter 21.

6.7.14 If, under section 6.7.11 or 6.7.13, a Major Development in the Zone commences prior to the conclusion of an Inuit Impacts and Benefits Agreement, an Arbitration Panel shall ensure that benefits received by Inuit under the Arbitration Decision include compensation, which may be in the form of replacement benefits, for the benefits lost through commencement of the Major Development prior to the conclusion of the Inuit Impacts and Benefits Agreement.

6.7.15 A Developer may not split a Major Development in the Zone into parts, phases or stages for purposes of avoiding the application of section 6.7.1.

6.7.16 If a court of competent jurisdiction is satisfied on the balance of probabilities that a Developer has split a Major Development in the Zone into parts, phases or stages for purposes of avoiding the application of section 6.7.1, the court may, upon application of the Nunatsiavut Government, enjoin the Developer from commencing or from continuing to operate. Nothing in this section prevents a court from making any other order or award in respect of an application by the Nunatsiavut Government.

Part 6.8 Ports and Harbours in the Labrador Inuit Settlement Area

6.8.1 Canada shall Consult the Nunatsiavut Government:

(a) prior to establishing a port authority or harbour commission in the Labrador Inuit Settlement Area;

(b) prior to designating or repealing a designation of a public harbour, public port or public port facility in the Labrador Inuit Settlement Area; and

(c) prior to entering an agreement with any Person other than a division of the Government of Canada in respect of the management of a public harbour, public port or public port facility in the Labrador Inuit Settlement Area.

6.8.2 If a port authority or harbour commission is established in respect of a port or harbour in the Labrador Inuit Settlement Area, the Nunatsiavut Government may nominate one individual for appointment to the authority or commission, as the case may be, and Inuit Community Governments shall have the same powers and functions as other municipal governments in Canada pertaining to the establishment of port authorities and harbour commissions.

6.8.3 The Nunatsiavut Government may nominate one individual for appointment to any body, other than a division of the Government of Canada, charged with responsibility for the management of a public harbour, public port or public port facility in Labrador Inuit Lands or an Inuit Community.

Schedule 6-A: Matters Appropriate for Negotiation and Inclusion in a Marine Protected Area Agreement (section 6.4.7)

1. Establishment of conservation objectives for the Marine Protected Areas.
2. Management and regulatory measures required to meet the conservation objectives.
3. Monitoring to determine if the conservation objectives are being met.
4. Any effects of the Marine Protected Area on Inuit uses of that area.
5. Contracting or employment opportunities, such as enforcement, research and monitoring, that may be the result of the establishment of the Marine Protected Area.

Schedule 6-B: Matters Appropriate for Negotiation and Inclusion in an Inuit Impacts and Benefits Agreement (section 6.7.3)

1. Preferential employment and training of Inuit.

2. Inuit involvement in management and operation of the Major Development.

3. Joint venture arrangements or other business arrangements between Inuit Businesses and the Developer.

4. Inuit participation in the corporation carrying out the Major Development.

5. Income sharing arrangements between the Developer and Inuit.

6. Employment conditions that are consistent with Inuit values and culture.

7. Language in the work place.

8. Research.

9. Scholarships.

10. Relationships with unions.

11. Compensation.

12. Performance bonds.

13. Special concerns relating to Environmental protection, Harvesting by Inuit, Fish, Fish Habitat, Aquatic Plants, Wildlife and Habitat and any disruption to the Environment, Harvesting by Inuit, Fish, Fish Habitat, Aquatic Plants, Wildlife and Habitat.

14. Inuit social and cultural protection, including protection of Archaeological Material and Archaeological Sites.

15. Environmental rehabilitation.

16. Monitoring, including short term and long term monitoring, of the Major Development.

17. Special arrangements for Inuit participation in contracting.

18. Implementing and enforcing the Inuit Impacts and Benefits Agreement.

19. Resolution of disputes.

20. Use by Inuit of infrastructures and facilities related to the Major Development.

21. Marine transportation in the Zone directly associated with the Major Development.

22. Any other matters that the Nunatsiavut Government and the Developer consider to be relevant to the needs of the Major Development and those of Inuit.

Chapter 7: Economic Development

Part 7.1 Definitions

7.1.1 In this chapter:

"Committee" means the Subsurface Resource Revenue sharing committee established under section 7.6.8;

"Donner Project Area" means the area located outside the Labrador Inuit Settlement Area within the boundaries set out in the Map Atlas (shown for illustrative purposes only in schedule 7-B);

"Federal Public Service" means those portions of the public service of Canada set out in Part I of Schedule I to the *Public Service Staff Relations Act*; and

"Provincial Public Service" means those portions of the public service of the Province specified in Schedule A to the *Public Service Commission Act* and includes a body or an agency considered to be a portion of the public service and added to that Schedule under section 3 of that act.

Part 7.2 General

7.2.1 Except as provided in this chapter, nothing in this chapter:

(a) affects the eligibility of Inuit, Inuit Businesses or Inuit Government to benefit from those economic policies, plans, programs and services that are generally available to Non-Beneficiary residents of Labrador or to other aboriginal people of Canada;

(b) affects the economic opportunities available to Inuit, Inuit Businesses or Inuit Government under other chapters of the Agreement; or

(c) imposes financial obligations on Canada, the Province or Inuit Government.

Part 7.3 Revenue Sharing in Labrador Inuit Lands

7.3.1 The Nunatsiavut Government is entitled to receive, and the Province shall pay to the Nunatsiavut Government, an amount equal to 25 percent of the Revenue from Subsurface Resources in Labrador Inuit Lands.

7.3.2 Payments by the Province to the Nunatsiavut Government in respect of the amounts to be paid under section 7.3.1 shall be calculated on the basis of the amount of the Revenue received by the Province in each month and shall be paid by the Province to the Nunatsiavut Government on the first business day following the twentieth day of the month after the month in which the Revenue is received by the Province.

7.3.3 For purposes of determining the amounts to be paid under section 7.3.2:

(a) an instalment paid on account of the Revenue receivable by the Province is deemed to be Revenue received by the Province at the time it is paid; and

(b) any Revenue receivable by the Province from an agent of or corporation controlled by the Province is deemed to be Revenue received by the Province at the time the Revenue becomes receivable.

7.3.4 If the Province amends, repeals, replaces or suspends any Legislation establishing the Revenue shared with the Nunatsiavut Government under section 7.3.1, and if the Revenue received by the Nunatsiavut Government under section 7.3.1 is reduced as a result of the amendment, repeal, replacement or suspension, the Nunatsiavut Government shall remain entitled to, and shall be paid, the same level of Revenue it would have received if the Legislation establishing the Revenue shared with the Nunatsiavut Government under section 7.3.1 had not been amended, repealed, replaced or suspended.

Part 7.4 Revenue Sharing in the Labrador Inuit Settlement Area Outside Labrador Inuit Lands

7.4.1 The Nunatsiavut Government is entitled to receive, and the Province shall pay to the Nunatsiavut Government, an amount equal to:

(a) 50 percent of the first $2.0 million of Revenue in a fiscal year; and

(b) five percent of any Revenue in a fiscal year that is in excess of the $2.0 million of Revenue referred to in subsection (a),

from Subsurface Resources in the Labrador Inuit Settlement Area outside Labrador Inuit Lands. For purposes of this section, "Revenue" excludes the Revenue from the Voisey's Bay Project.

7.4.2 Payments by the Province to the Nunatsiavut Government in respect of amounts to be paid under section 7.4.1 shall be calculated on the basis of the amount of the Revenue received by the Province in each month and shall be paid by the Province to the Nunatsiavut Government on the first business day following the twentieth day of the month after the month in which the Revenue is received by the Province.

7.4.3 For purposes of determining the amounts to be paid under section 7.4.2:

(a) an instalment paid on account of the Revenue receivable by the Province is deemed to be Revenue received by the Province at the time it is paid; and

(b) any Revenue receivable by the Province from an agent of or corporation controlled by the Province is deemed to be Revenue received by the Province at the time the Revenue becomes receivable.

7.4.4 The amount due to the Nunatsiavut Government from the Province under section 7.4.1 shall not exceed the amount that, if distributed equally among Inuit, would result in an annual average per capita income for Inuit equal to or greater than the Canadian average per capita income.

Part 7.5 Revenue Sharing in Relation to the Voisey's Bay Project

7.5.1 The Nunatsiavut Government is entitled to receive, and the Province shall pay to the Nunatsiavut Government, an amount equal to five percent of the Revenue from the Voisey's Bay Project.

7.5.2 Payments by the Province to the Nunatsiavut Government in respect of the amounts to be paid under section 7.5.1 shall be calculated on the basis of the amount of Revenue received by the Province in each month and shall be paid by the Province to the Nunatsiavut Government on the first business day following the twentieth day of the month after the month in which the Revenue is received by the Province.

7.5.3 For purposes of determining the amounts to be paid under section 7.5.2:

(a) an instalment paid on account of the Revenue receivable by the Province is deemed to be Revenue received by the Province at the time it is paid; and

(b) any Revenue receivable by the Province from an agent of or corporation controlled by the Province is deemed to be Revenue received by the Province at the time the Revenue becomes receivable.

7.5.4 The payments under section 7.5.1 are in addition to any payments under sections 7.3.1 and 7.4.1.

Part 7.6 Arrangements Respecting Subsurface Resource Revenue Sharing

7.6.1 Payments due to the Nunatsiavut Government under parts 7.3, 7.4, and 7.5 shall be determined in respect of the Revenue attributable to periods after the Effective Date. Where the Revenue is determined for a period commencing before the Effective Date and ending after the Effective Date, the Revenue shared under parts 7.3, 7.4 and 7.5 shall be calculated by the ratio of the number of days after the Effective Date to the total number of days in the period.

7.6.2 The amount of the Revenue to be shared under each of parts 7.3, 7.4 and 7.5 shall be determined without reference to any credit or any other adjustment in computing the Revenue that is:

(a) determined with reference to other taxes or amounts that are not Revenue eligible for sharing under that part; or

(b) in respect of exploration activity that does not relate to Subsurface Resources that give rise to the Revenue to be shared.

7.6.3 If, as a result of the application of subsection 7.6.2(b), the Revenue entitlement of the Nunatsiavut Government under parts 7.3, 7.4 and 7.5 exceeds the actual Revenue received by the Province from Subsurface Resources in the Labrador Inuit Settlement Area, Labrador Inuit Lands and from the Voisey's Bay Project, payment of the excess amount may be deferred for up to five years, with interest payable at the prime rate that may from time to time prevail plus two percent.

7.6.4 For purposes of determining the Revenue entitlement of the Nunatsiavut Government under parts 7.3, 7.4 and 7.5, should any Person make a payment to the Province on account of Revenue subject to sharing under part 7.3, 7.4 or 7.5 and amounts payable under other Provincial tax Legislation and the amount cannot reasonably be attributed to a particular statute, the payment shall be prorated on the basis of the amount owed on all outstanding tax accounts at that time.

7.6.5 The Province shall provide to the Nunatsiavut Government, within six months from the end of the Province's fiscal year, a detailed statement, verified by the auditor general for the Province in accordance with the *Auditor General Act*, disclosing the basis upon which payments to the Nunatsiavut Government under parts 7.3, 7.4 and 7.5 were calculated.

7.6.6 Any amount due under parts 7.3, 7.4 or 7.5 shall be a debt due by the Province to the Nunatsiavut Government and shall bear interest from the due date at the prime rate that may from time to time prevail plus two percent.

7.6.7 Any overpayment by the Province under part 7.3, 7.4 or 7.5 shall be a debt due to the Province by the Nunatsiavut Government and shall bear interest from the twentieth day after the date of notice of the overpayment to the Nunatsiavut Government at the prime rate that may from time to time prevail plus two percent.

7.6.8 The Province and the Nunatsiavut Government shall establish a Subsurface Resource Revenue sharing committee to:

(a) review issues related to Provincial Laws respecting Royalty Tax when and to the extent that they affect Subsurface Resource Revenue sharing arrangements under parts 7.3, 7.4 and 7.5; and

(b) be the initial forum for the Province and the Nunatsiavut Government to resolve disagreements respecting payments made to the Nunatsiavut Government under parts 7.3, 7.4 and 7.5 and for sharing information for that purpose.

7.6.9 If the Nunatsiavut Government disagrees with a calculation or a payment made to it under part 7.3, 7.4 or 7.5 and the disagreement cannot be resolved after referral to the Committee, the disagreement shall be referred to arbitration under chapter 21.

7.6.10 Except where the Province and the Nunatsiavut Government and, where appropriate, Canada, have otherwise agreed, the Province, the Nunatsiavut Government and members of the Committee shall keep confidential:

(a) any information obtained by the Committee in confidence, unless the Person from whom the information was obtained has made the information public; and

(b) any consultations or deliberations by the Committee and any advice, recommendations or reports developed by the Committee.

7.6.11 For greater certainty, Canada incurs no obligations, including financial obligations, under section 7.6.10.

Part 7.7 Inuit Impacts and Benefits Agreements

7.7.1 This part applies to a Development in a Water Lot but does not otherwise apply to a Development in the Zone.

7.7.2 Subject to sections 7.7.14 and 7.7.15, no Development, or any part, phase or stage of a Development, including any marine transportation in the Zone directly associated with the Development, may commence in Labrador Inuit Lands until an agreement has been concluded between the Developer and the Nunatsiavut Government in accordance with this part or, in circumstances referred to in section 7.7.15, has been established for them by an Arbitration Panel in accordance with this part.

7.7.3 Subject to sections 7.7.13, 7.7.14, and 7.7.15, no Major Development, or any part, phase or stage of a Major Development, including any marine transportation in the Zone directly associated with the Major Development, may commence in the Labrador Inuit Settlement Area outside Labrador Inuit Lands until an agreement has been concluded between the Developer and the Nunatsiavut Government in accordance with this part or, in circumstances referred to in section 7.7.10, 7.7.11, 7.7.12 or 7.7.15, has been established for them by an Arbitration Panel in accordance with this part.

7.7.4 A Developer of a Major Development in the Labrador Inuit Settlement Area outside Labrador Inuit Lands is subject to chapter 14 unless the Nunatsiavut Government agrees otherwise in an Inuit Impacts and Benefits Agreement.

7.7.5 An Inuit Impacts and Benefits Agreement may provide for any matter connected with a Development or Major Development, including any marine transportation in the Zone directly associated with the Development or Major Development, that could have a detrimental impact on Inuit or that could reasonably confer a benefit on Inuit, including any matter identified in schedule 7-A.

7.7.6 The negotiation of an Inuit Impacts and Benefits Agreement shall be guided by the following principles:

(a) the benefits shall be consistent with and promote Inuit cultural goals;

(b) the nature and extent of the benefits shall be related to the nature, scale and cost of the Development or Major Development;

(c) the benefits shall not place an excessive burden on the Developer or undermine the viability of the Development or Major Development;

(d) any negative impacts on the Environment, Inuit and Inuit rights under the Agreement shall be avoided, mitigated or compensated in a manner consistent with the nature, scale and cost of the Development or Major Development; and

(e) the Inuit Impacts and Benefits Agreement shall give priorities to Inuit but shall not preclude other residents of the Labrador Inuit Settlement Area from obtaining benefits from the Development or Major Development.

7.7.7 A Developer who proposes a Development in Labrador Inuit Lands or a Major Development in the Labrador Inuit Settlement Area outside Labrador Inuit Lands shall:

(a) give written notice of the proposed Development or Major Development to the Nunatsiavut Government at the earliest reasonable opportunity;

(b) start the negotiation of an Inuit Impacts and Benefits Agreement with the Nunatsiavut Government in respect of the proposed Development or Major Development at the earliest reasonable opportunity and, in any event, start the negotiation of an Inuit Impacts and Benefits Agreement with the Nunatsiavut Government in respect of the proposed Development or Major Development upon receipt of written notice to do so from the Nunatsiavut Government; and

(c) make efforts to conclude an Inuit Impacts and Benefits Agreement with the Nunatsiavut Government at the earliest reasonable opportunity.

7.7.8 An Inuit Impacts and Benefits Agreement shall be a contract.

7.7.9 If a Developer has not concluded an Inuit Impacts and Benefits Agreement with the Nunatsiavut Government with respect to a Major Development in the Labrador Inuit Settlement Area outside Labrador Inuit Lands at the time when a permit or authorization is issued with respect to the Major Development, the permit or authorization may be issued subject to the condition that it is of no force or effect, and that no Construction of the Major Development may commence, until the conclusion of an Inuit Impacts and Benefits Agreement or, subject to section 7.7.13, the expiry of the arbitration period referred to in section 7.7.10.

7.7.10 If an Inuit Impacts and Benefits Agreement has not been concluded by the Nunatsiavut Government and a Developer within 90 clear days from the date of the last permit or authorization required for the Major Development in the Labrador Inuit Settlement Area outside Labrador Inuit Lands to commence, the Nunatsiavut Government, the Developer or the Minister may refer any unresolved issue relating to the content, terms or conditions of the Inuit Impacts and Benefits Agreement to arbitration under chapter 21 and the Arbitration Decision shall be made within 90 clear days from the date of referral.

7.7.11 Nothing in this part prevents or is to be construed as preventing the Nunatsiavut Government and a Developer of a Major Development in the Labrador Inuit Settlement Area outside Labrador Inuit Lands from referring any or all questions relating to the content, terms or conditions of an Inuit Impacts and Benefits Agreement to arbitration under chapter 21 and, in that event and if section 7.7.9 applies, the Arbitration Decision shall be made within the arbitration period referred to in section 7.7.10.

7.7.12 Notwithstanding section 7.7.10, in the circumstances referred to in section 7.7.9, if a Developer of a Major Development in the Labrador Inuit Settlement Area outside Labrador Inuit Lands or the Nunatsiavut Government considers that the other party is not negotiating in good faith within the first 90 clear days from the date of the last permit or authorization required for the Major Development to commence, that party may immediately refer any unresolved issue relating to the content, terms or conditions of the Inuit Impacts and Benefits Agreement to arbitration under chapter 21 and the Arbitration Decision shall be made within the arbitration period referred to in section 7.7.10.

7.7.13 If an Arbitration Decision under section 7.7.10, 7.7.11 or 7.7.12 is not made within the arbitration period referred to in section 7.7.10, the Minister may, after Consulting the Nunatsiavut Government but subject to section 7.7.16, authorize Construction of the Major Development to commence if the Developer has obtained all necessary approvals and if:

(a) the Developer and the Nunatsiavut Government agree; or

(b) the delay in completing the arbitration would, in the opinion of the Minister, jeopardize the Major Development.

The Minister shall give written notice to the Arbitration Panel and the Nunatsiavut Government of an authorization under this section.

7.7.14 The Developer and the Nunatsiavut Government may agree that an Inuit Impacts and Benefits Agreement is not required for a Development in Labrador Inuit Lands or a Major Development in the Labrador Inuit Settlement Area outside Labrador Inuit Lands.

7.7.15 If the Governor in Council declares a military or national emergency, a Development in Labrador Inuit Lands or a Major Development in the Labrador Inuit Settlement Area outside Labrador Inuit Lands that, in the sole discretion of the Minister, is declared to be connected to the military or national emergency may commence prior to the conclusion of an Inuit Impacts and Benefits Agreement, but an Inuit Impacts and Benefits Agreement shall be negotiated between the Developer and the Nunatsiavut Government and, if an Inuit Impacts and Benefits Agreement has not been concluded within 90 clear days from the start of Construction of the Development or Major Development, either the Developer or the Nunatsiavut Government may refer any unresolved issue relating to the content, terms or conditions of the Inuit Impacts and Benefits Agreement to arbitration under chapter 21.

7.7.16 If, under section 7.7.13 or 7.7.15, a Development or Major Development commences prior to the conclusion of an Inuit Impacts and Benefits Agreement an Arbitration Panel shall ensure that benefits received by Inuit under the Arbitration Decision include compensation, which may be in the form of replacement benefits, for the benefits lost through commencement of the Development or Major Development prior to the conclusion of the Inuit Impacts and Benefits Agreement.

7.7.17 A Developer may not split a Major Development into parts, phases or stages for purposes of avoiding the application of section 7.7.3.

7.7.18 If a court of competent jurisdiction is satisfied on the balance of probabilities that a Developer has split a Major Development into parts, phases or stages for purposes of avoiding the application of section 7.7.3, the court may, upon application of the Nunatsiavut Government, enjoin the Developer from commencing or from continuing to operate. Nothing in this section prevents a court from making any other order or award in respect of an application by the Nunatsiavut Government.

7.7.19 A Developer who proposes a Development, other than a Major Development, in the Labrador Inuit Settlement Area outside Labrador Inuit Lands shall, at the earliest opportunity, Consult the Nunatsiavut Government about the proposed Development and about matters in relation to the proposed Development that are set out in schedule 7-A.

Part 7.8 Coordination of Economic Development Policies

7.8.1 The Nunatsiavut Government may make laws in Labrador Inuit Lands outside the Inuit Communities in relation to:

(a) local economic development activities, including tourism;

(b) programs and services for purposes of promoting economic development; and

(c) Nunatsiavut Government enterprises and public works.

7.8.2 An Inuit Law under section 7.8.1 shall not affect the eligibility of any Person to avail of federal or Provincial economic development policies, plans, programs and services available to the residents of Labrador.

7.8.3 If there is a Conflict between an Inuit Law under section 7.8.1 and a Law of General Application, the Law of General Application prevails to the extent of the Conflict.

7.8.4 In developing economic development policies, plans, programs and services that apply to the Labrador Inuit Settlement Area, the Province shall:

(a) consult the Nunatsiavut Government; and

(b) take into account, as it considers reasonable, the objectives of:

(i) promoting the marketing of renewable resource products Harvested by Inuit and Inuit Businesses and goods manufactured from those products;

(ii) providing business and economic training and education assistance to Inuit so as to enable them to participate more effectively in the economy of Newfoundland and Labrador;

(iii) encouraging the employment of Inuit in the Labrador Inuit Settlement Area;

(iv) assisting Inuit to develop skills, expertise and commercially viable businesses and enterprises in relation to exploration for and the production and exploitation of resources in the Labrador Inuit Settlement Area;

(v) promoting the growth and commercial viability of Inuit Businesses and identifying possible sources of financial, technical and other business assistance or advice for Inuit Businesses;

(vi) encouraging research and the creation and maintenance of a comprehensive data base with respect to resources capable of production or exploitation in the Labrador Inuit Settlement Area and making that information, data and research available to Inuit and Inuit Businesses; and

(vii) supporting the traditional Inuit economy.

7.8.5 If, in the opinion of the Minister, it is reasonable to do so, the Province shall use or amend economic development policies, plans, programs and services that apply to the Labrador Inuit Settlement Area to:

(a) increase access by Inuit to on-the-job training, apprenticeship, upgrading and other job related programs;

(b) increase opportunities for Inuit to acquire and improve their skills and to receive training and experience for purposes of successfully establishing, operating and managing businesses; and

(c) implement the other provisions of this part.

7.8.6 The Province shall, upon the request of the Nunatsiavut Government, promote business opportunities for and projects undertaken by Inuit and Inuit Businesses in the Labrador Inuit Settlement Area by:

(a) providing access to all information available in relation to specific projects or ventures;

(b) making available appropriate contacts and sources of information; and

(c) ensuring expeditious consideration or approval of applications by Inuit and Inuit Businesses for project financing or venture capital.

7.8.7 The Nunatsiavut Government shall Consult the Province with respect to proposed economic development policies, plans, programs and services of the Nunatsiavut Government in Labrador Inuit Lands.

7.8.8 The Nunatsiavut Government and the Province shall meet once every three years, or more frequently if they agree, to review the effectiveness of any economic development policies, plans, programs and services that apply to the Labrador Inuit Settlement Area.

Part 7.9 Contracting and Employment of Inuit by the Province

7.9.1 If the Province contracts for work or the supply of goods or services in Labrador Inuit Lands or an Inuit Community without calling for tenders, qualified Inuit Businesses shall be considered and if an Inuit Business submits a competitive proposal that meets the required terms and conditions, it shall be awarded the contract by the Province.

7.9.2 If the Province calls for tenders for a contract for work or the supply of goods or services in Labrador Inuit Lands or an Inuit Community, proposals by qualified Inuit Businesses shall be considered and, if an Inuit Business submits a competitive bid and meets required terms and conditions, it shall be awarded the contract by the Province.

7.9.3 If the Province contracts for work or the supply of goods or services in the Labrador Inuit Settlement Area outside Labrador Inuit Lands and the Inuit Communities without calling for tenders, qualified Inuit Businesses shall, subject to meeting required terms and conditions, be given fair consideration.

7.9.4 If the Province calls for tenders for contracts for work or the supply of goods or services in the Labrador Inuit Settlement Area outside Labrador Inuit Lands and the Inuit Communities, proposals by qualified Inuit Businesses shall, subject to submitting competitive bids and meeting required terms and conditions, be given fair consideration.

7.9.5 If an employment opportunity exists in Labrador Inuit Lands or an Inuit Community with respect to a position in the Provincial Public Service, other than a position set out in subsections 4(a) through (k) of the *Public Service Commission Act*, RSNL 1990 c. P-43, whether or not that employment opportunity is subject to an internal or public competition, qualified Inuit who apply shall be awarded the position on a representative basis that reflects the ratio of Inuit ordinarily resident in Labrador Inuit Lands and the Inuit Communities to the total number of individuals ordinarily resident in Labrador Inuit Lands and the Inuit Communities. In the event that no qualified Inuk applies, the position may be awarded to a qualified Non-Beneficiary.

7.9.6 Where Provincial Public Service employment is available in the Labrador Inuit Settlement Area outside Labrador Inuit Lands and the Inuit Communities, qualified Inuit shall be given fair consideration for those employment opportunities.

7.9.7 Once every three years, or at other intervals agreed to by the Nunatsiavut Government and the Province, the Nunatsiavut Government may make formal recommendations to the Province with respect to:

(a) strategies to qualify Inuit and Inuit Businesses to take advantage of business opportunities in both the public and private sectors in the Labrador Inuit Settlement Area;

(b) developing or implementing strategies to increase Inuit employability and employment in the private sector in the Labrador Inuit Settlement Area and, in accordance with sections 7.9.5 and 7.9.6, in the Provincial Public Service;

(c) strategies to increase the promotion and retention of Inuit within the Provincial Public Service in the Labrador Inuit Settlement Area; and

(d) other initiatives for purposes of implementing sections 7.9.1 through 7.9.6.

7.9.8 A Minister who receives a recommendation under section 7.9.7 shall make a decision to accept, vary or reject the recommendation and shall notify the Nunatsiavut Government of the decision within 14 clear days from the date of the decision.

7.9.9 For greater certainty, nothing in section 7.9.7 prevents the Nunatsiavut Government from making, at any time, informal recommendations to the Minister with respect to any matter referred to in section 7.9.7.

7.9.10 The Nunatsiavut Government shall prepare and maintain a comprehensive list of Inuit Businesses, together with information on goods and services that they would be in a position to supply in relation to contracts offered by the Province. This list shall be considered by the Province, where practicable and consistent with sound procurement practices, in meeting its obligations under this part.

Part 7.10 Contracting and Employment of Inuit by the Government of Canada

7.10.1 The Nunatsiavut Government shall prepare and maintain a comprehensive list of Inuit Businesses, together with information on goods and services that they would be in a position to supply in relation to contracts offered by the Government of Canada. This list shall be considered by the Government of Canada, where practicable and consistent with sound procurement practices, in meeting its obligations under this chapter.

7.10.2 In inviting bids on Government of Canada contracts for the procurement of goods or services in the Labrador Inuit Settlement Area, the Government of Canada shall provide notice to the Nunatsiavut Government and shall provide all reasonable opportunities to the Inuit Businesses enumerated on the list referred to in section 7.10.1 to submit competitive bids and in doing so shall take, where practicable and consistent with sound procurement practices, the following measures:

(a) set the date, location, and terms and conditions for bidding so that Inuit Businesses may readily bid;

(b) invite bids by commodity groupings to permit smaller and more specialized firms to bid;

(c) permit bids for goods and services for a specified portion of a larger contract package to permit smaller and more specialized firms to bid;

(d) design construction contracts so as to increase the opportunity for smaller and more specialized firms to bid; and

(e) avoid artificially inflated employment skills requirements not essential to the fulfilment of the contract.

7.10.3 If the Government of Canada contracts for the procurement of goods or services in the Labrador Inuit Settlement Area, qualified Inuit Businesses shall, subject to meeting the technical and administrative conditions of the request for goods or services, be given fair consideration.

7.10.4 Whenever practicable and consistent with sound procurement practices, and subject to Canada's international obligations, the following criteria, or as many as may be appropriate with respect to any particular contract, shall be included in the bid criteria established by the Government of Canada for the awarding of Government of Canada contracts for the procurement of goods and services in the Labrador Inuit Settlement Area:

(a) the existence of the head office, administrative offices or other facilities in the Labrador Inuit Settlement Area;

(b) the employment of Inuit labour, engagement of Inuit professional services or use of suppliers that are Inuit Businesses in carrying out the contracts; and

(c) the undertaking of commitments, under the contract, with respect to on-the-job training or skills development for Inuit.

7.10.5 If Federal Public Service employment opportunities exist in the Labrador Inuit Settlement Area, the Government of Canada is committed to awarding those opportunities so as to achieve a representative Federal Public Service in the Labrador Inuit Settlement Area that reflects the ratio of Inuit ordinarily resident in the Labrador Inuit Settlement Area to the total number of individuals ordinarily resident in the Labrador Inuit Settlement Area.

7.10.6 The Government of Canada shall remove employment barriers for Inuit in relation to Federal Public Service positions in the Labrador Inuit Settlement Area by reviewing job qualifications and recruitment procedures and removing inappropriate requirements in respect of cultural factors, experience or education.

7.10.7 Once every three years, or at other intervals agreed to by the Nunatsiavut Government and Canada, the Nunatsiavut Government may make formal recommendations to the Minister with respect to the following as they apply to the Labrador Inuit Settlement Area:

(a) developing and implementing programs and strategies related to:

  (i) human resource development, including training;

  (ii) business, commercial and industrial activities; and

  (iii) strengthening and maintaining the traditional economy of Inuit;

(b) identifying or implementing strategies to increase the employability and employment of Inuit in the private sector and in the Federal Public Service under sections 7.10.5 and 7.10.6;

(c) developing strategies to increase the promotion and retention of Inuit within the Federal Public Service; and

(d) participation by the Nunatsiavut Government in mechanisms established by the Government of Canada to promote or support economic growth and improvement, including:

  (i) identifying or implementing strategies to qualify Inuit Businesses to take advantage of business opportunities in both the public and private sectors in the Labrador Inuit Settlement Area; and

  (ii) determining other initiatives for purposes of implementing this part.

7.10.8 A Minister who receives a recommendation under section 7.10.7 shall make a decision to accept, vary, or reject the recommendation and shall notify the Nunatsiavut Government of the decision within 14 clear days from the date of the decision.

7.10.9 For greater certainty, nothing in section 7.10.7 prevents the Nunatsiavut Government from making, at any time, informal recommendations to the Minister with respect to any matter referred to in section 7.10.7.

Part 7.11 Donner Project Area

7.11.1 The Donner Project Area is absolutely deemed to be part of the Labrador Inuit Settlement Area for purposes of section 7.4.1 and part 7.7.

7.11.2 The Nunatsiavut Government shall share any amount that it may receive under section 7.4.1 in respect of the Donner Project Area in accordance with any applicable overlap agreement.

Schedule 7-A: Matters Appropriate for Negotiation and Inclusion in an Inuit Impacts and Benefits Agreement or for Consultation by Developers (sections 7.7.5 and 7.7.19)

1. Preferential employment and training of Inuit.

2. Inuit involvement in management and operation of the Development or Major Development.

3. Joint venture arrangements or other business arrangements between Inuit Businesses and the Developer.

4. Inuit participation in the ownership of the corporation carrying out the Development or Major Development and participation in the ownership of a Development on Labrador Inuit Lands.

5. Income sharing arrangements between the Developer and Inuit.

6. Employment conditions that are consistent with Inuit values and culture.

7. Language in the work place.

8. Research.

9. Scholarships.

10. Relationships with unions.

11. Compensation.

12. Performance bonds.

13. Special concerns relating to Environmental protection, Harvesting by Inuit, Fish, Fish Habitat, Aquatic Plants, Wildlife, Plants and Habitat and any disruption to the Environment, Harvesting by Inuit, Fish, Fish Habitat, Aquatic Plants, Wildlife, Plants and Habitat.

14. Inuit social and cultural protection, including protection of Archaeological Material and Archaeological Sites.

15. Environmental rehabilitation.

16. Monitoring, including short term and long term monitoring, of the Development or Major Development.

17. Special arrangements for Inuit participation in contracting.

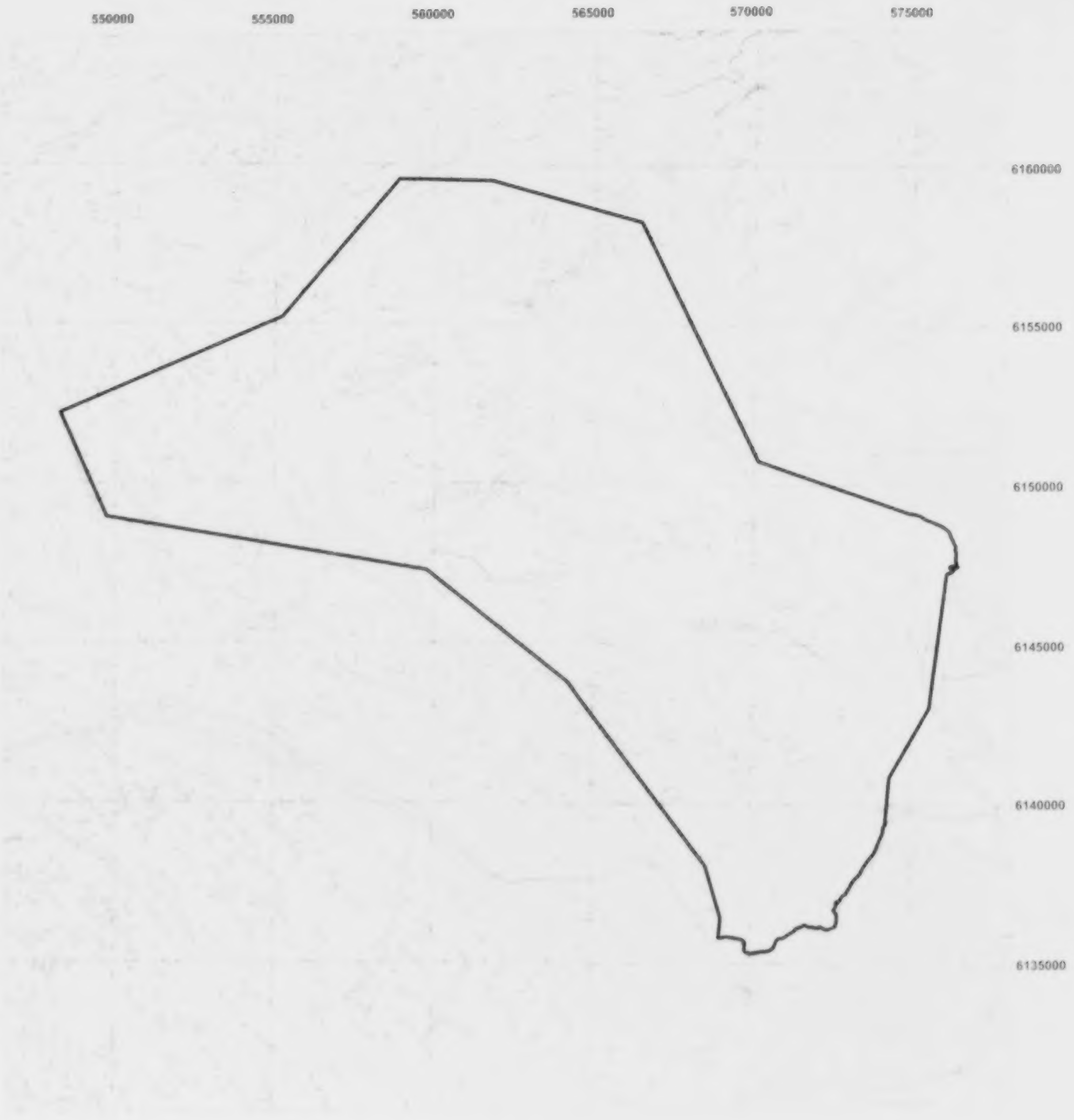
18. Implementing and enforcing the Inuit Impacts and Benefits Agreement.

19. Resolution of disputes.

20. Use by Inuit of infrastructures and facilities related to the Development or Major Development.

21. Marine transportation in the Zone directly associated with the Development or Major Development.

22. Any other matters that the Nunatsiavut Government and the Developer consider to be relevant to the needs of the Development or Major Development and those of Inuit.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Labrador Inuit Land Claims Agreement

Schedule 7-B

Donner Project Area

(section 7.1.1)

This is not an authoritative map of the Donner Project Area and has been prepared for illustrative purposes only. The authoritative maps of the Donner Project Area are contained in the Map Atlas.

legend

☐ Donner Project Area

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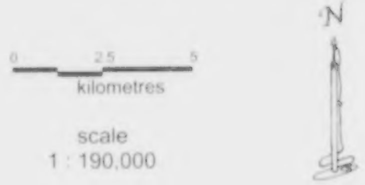
Labrador Sea
Quebec
Labrador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Chapter 8: Voisey's Bay Area

Part 8.1 Definitions

8.1.1 In this chapter:

"Closure" means:

(a) Termination of the Voisey's Bay Project; and

(b) Rehabilitation of the Voisey's Bay Area;

"Developer" means Inco Limited and Voisey's Bay Nickel Company Limited and their respective successors, assigns, nominees, agents and contractors and their subcontractors and, for greater certainty, includes a Person other than Inco Limited and Voisey's Bay Nickel Company Limited who builds, owns and operates a facility in the Voisey's Bay Area under a long term contract with Inco Limited or Voisey's Bay Nickel Company Limited for purposes of the Voisey's Bay Project;

"Inco Limited" means the body corporate of that name organized and existing under the *Canada Business Corporations Act*, the parent company of Voisey's Bay Nickel Company Limited;

"Innu Nation" means the body corporate of that name organized and existing under the *Canada Corporations Act*, and includes its successors and assigns;

"Inuit Knowledge" means the knowledge, understanding and values held by Inuit based on personal observation, collective experience and oral transmission over generations, that bear on the Environmental Effects of the Voisey's Bay Project and their Mitigation;

"Overlap Agreement" means an agreement between Labrador Inuit Association and the Innu Nation in respect of any overlapping interests between Inuit and members of the Innu Nation that is applicable to the Voisey's Bay Area;

"Permit" means a lease, license, permit, approval, plan, or other authorization required by Law and includes an amendment to a lease, license, permit, approval, plan, or other authorization required by Law;

"Post-Closure Procedures" means ongoing long term monitoring and maintenance measures in relation to the Voisey's Bay Area that are required to be carried out by any Person after completion of all rehabilitation and closure plans that are required by Law in relation to the Voisey's Bay Project;

"Rehabilitation" means:

(a) compliance with all rehabilitation and closure plans in relation to the Voisey's Bay Project that are required by Provincial Legislation, such plans being equivalent to or better than those required by the *Mining Act*, SNL 1999, c. M-15.1;

(b) completion of all rehabilitation and closure plans in relation to the Voisey's Bay Project that are required by Provincial Legislation, such plans being equivalent to or better than those required by the *Mining Act*, SNL 1999, c. M-15.1; and

(c) the commencement of all Post-Closure Procedures;

"Subsequent Developer" means any Person other than the Developer who undertakes all or any part of the Voisey's Bay Project following a reversion of Subsurface Resource rights from the Developer to the Province and such Person's successors, assigns, nominees, agents and contractors and their subcontractors;

"Termination" means the later of:

(a) the thirtieth anniversary of the commencement of Mineral production in the Voisey's Bay Area; or

(b) five years following permanent cessation of all Mineral production by any Person in the Voisey's Bay Area;

"Townsite" means a settled or inhabited area and includes any accommodations or facilities other than those necessary for the temporary accommodation of Persons engaged in the construction, operation, management and servicing of the Voisey's Bay Project;

"Undertaking" means, notwithstanding any other provision of the Agreement, the project generally described in section 1.5 of the *Report on the Proposed Voisey's Bay Mine and Mill Project* prepared by the Voisey's Bay Environmental Assessment Panel and dated April 1st, 1999;

"Voisey's Bay Area" means the area, including land, resources and land covered by water, within the boundaries set out in the Map Atlas (shown for illustrative purposes only in schedule 8-A) and described in appendix C-2;

"Voisey's Bay Inuit Impacts and Benefits Agreement" means the agreement between Labrador Inuit Association, Voisey's Bay Nickel Company Limited and Inco Limited dated July 29th, 2002, and any amendments thereto;

"Voisey's Bay Nickel Company Limited" means the body corporate of that name organized and existing under the *Corporations Act*, a wholly owned subsidiary of Inco Limited; and

"Voisey's Bay Project" means all activities carried out in the Voisey's Bay Area by the Developer or a Subsequent Developer for purposes of, and the physical infrastructure associated with, mining, extracting, concentrating and producing Subsurface Resources located within the Voisey's Bay Area including all shipping in the Zone that is directly associated with these activities and physical infrastructure. Without limiting the generality of the foregoing, these activities and physical infrastructure include construction and operation of the port at Edward's Cove, the airstrip, the roads, the accommodations complex, and all other infrastructure and related facilities and activities, facilities and physical infrastructure related to reclamation, Rehabilitation, and all aspects of Closure.

Part 8.2 General

8.2.1 The Voisey's Bay Area is governed by this chapter and is not subject to any other provision of the Agreement except:

(a) chapter 1;

(b) chapter 2;

(c) chapter 21; and

(d) where otherwise specifically provided.

8.2.2 This chapter may be amended to reflect the provisions of an Overlap Agreement.

8.2.3 The Voisey's Bay Inuit impacts and benefits agreement between Labrador Inuit Association, Voisey's Bay Nickel Company Limited and Inco Limited dated July 29th, 2002, and any amendments thereto, shall be absolutely deemed to be the Voisey's Bay Inuit Impacts and Benefits Agreement referred to in this chapter for all purposes.

Part 8.3 Status of the Voisey's Bay Area

8.3.1 For greater certainty, except as otherwise provided in this chapter, the Voisey's Bay Area is not Labrador Inuit Lands or part of the Labrador Inuit Settlement Area.

8.3.2 Except with respect to land in the Voisey's Bay Area that has been transferred or designated under section 8.3.15, the Voisey's Bay Area is absolutely deemed to be part of the Labrador Inuit Settlement Area outside Labrador Inuit Lands for purposes of the following:

(a) subject to sections 8.3.3 and 8.3.6, chapters 12 and 13;

(b) subject to section 8.3.3, chapter 15;

(c) chapter 16;

(d) as provided in section 8.3.7, parts 14.1, 14.2, 14.5 and 14.7;

(e) as provided in section 8.3.8, section 5.2.3 and part 5.6;

(f) as provided in section 8.3.9, chapter 11; and

(g) as provided in section 8.5.7, part 7.7.

8.3.3 Inuit rights under chapters 12, 13 and 15 may not be exercised in the Voisey's Bay Area so as to materially interfere with the construction or operation of the Voisey's Bay Project.

8.3.4 A limitation on the exercise of Inuit rights under chapters 12, 13 and 15 may be set out in the Voisey's Bay Inuit Impacts and Benefits Agreement or an Inuit Impacts and Benefits Agreement referred to in section 8.5.7 by agreement of the parties to those agreements, and such limitation shall be deemed to have exhausted the application of section 8.3.3 in respect of the rights that have been so limited.

8.3.5 Nothing in section 8.3.3 prevents the enforcement of Inuit rights under the other provisions of this chapter, the "Environmental Management Agreement between Her Majesty the Queen in right of Canada, Her Majesty the Queen in right of Newfoundland and Labrador, Labrador Inuit Association and the Innu Nation" dated July 22nd, 2002, the Voisey's Bay Inuit Impacts and Benefits Agreement or an Inuit Impacts and Benefits Agreement referred to in section 8.5.7.

8.3.6 Inuit are entitled to enter the Voisey's Bay Area to Harvest for purposes of the Inuit Domestic Harvest and the Inuit Domestic Fishery in accordance with those provisions of chapters 12 and 13 that apply to the Labrador Inuit Settlement Area outside Labrador Inuit Lands. Subject to this section, the management of Wildlife, Plants, Habitat, Fish, Aquatic Plants and Fish Habitat in the Voisey's Bay Area, including the allocation of Wildlife, Fish and Plants, shall be carried out under Laws of General Application unless otherwise agreed in a written agreement between the Parties incorporating the terms of an Overlap Agreement.

8.3.7 Notwithstanding chapter 14, the Developer and any Subsequent Developer are absolutely deemed to be Developers for purposes of parts 14.1, 14.2, 14.5 and 14.7, and the Voisey's Bay Project is absolutely deemed to be a Major Development in the Labrador Inuit Settlement Area outside Labrador Inuit Lands for purposes of those parts.

8.3.8 Inuit may exercise their rights in respect of Water under section 5.2.3 in the Voisey's Bay Area but the exercise by Inuit of those rights shall not materially interfere with the construction or operation of the Voisey's Bay Project. Inuit shall be entitled to compensation in accordance with part 5.6 in the event that a Water Use Permit is required by the Developer or a Subsequent Developer in respect of a change or addition to the Undertaking that would substantially affect the quantity, quality or rate of flow of Water in Ikadlivik Brook.

8.3.9 Chapter 11 applies to any change or addition to the Undertaking that is subject to Environmental Assessment. In applying chapter 11, a change or addition to the Undertaking that requires an Environmental Assessment shall be absolutely deemed to be a Project and the Parties shall take all reasonable steps to conclude a harmonization agreement for purposes of Environmental Assessment of the change or addition having regard to the applicable provisions of any Overlap Agreement.

8.3.10 The Province shall ensure the Rehabilitation of the Voisey's Bay Area prior to Closure.

8.3.11 Subject to sections 8.3.14 and 8.3.18, after Closure the Nunatsiavut Government is entitled to have the lands in the Voisey's Bay Area transferred or designated in such manner as the Nunatsiavut Government may request.

8.3.12 The Province shall notify the Nunatsiavut Government of any land in the Voisey's Bay Area that is available for transfer or designation. The Nunatsiavut Government shall have six months from the date of receipt of the notice, or such longer time as may be agreed in writing between the Province and the Nunatsiavut Government, to exercise its rights under section 8.3.11 in respect of the land described in the notice.

8.3.13 Except for purposes of the Voisey's Bay Project and subject to section 8.4.2, prior to Closure the Province shall not alienate or transfer any land in the Voisey's Bay Area to any Person other than the Nunatsiavut Government without the written consent of the Nunatsiavut Government.

8.3.14 The Province is not obligated to transfer any land to the Nunatsiavut Government or to designate any land in the Voisey's Bay Area if such a transfer or designation would:

(a) be contrary to the provisions of an Overlap Agreement; or

(b) be contrary to the "Memorandum of Agreement Concerning the Voisey's Bay Project between Her Majesty the Queen in right of Newfoundland and Labrador and the Innu of Labrador as represented by the Innu Nation" dated June 11th, 2002.

8.3.15 A transfer or designation under section 8.3.11 shall be given effect by the Province by order in council without any fee or charge to the Nunatsiavut Government.

8.3.16 Any land held by the Nunatsiavut Government as a result of a transfer under section 8.3.15 ceases to be land in the Voisey's Bay Area and is Labrador Inuit Lands or Specified Material Lands, but such Labrador Inuit Lands shall be in addition to the quantum of Labrador Inuit Lands provided for in part 4.3.

8.3.17 Any land designated as land in the Labrador Inuit Settlement Area under section 8.3.15 ceases to be land in the Voisey's Bay Area and is subject to the provisions of the Agreement applicable to the Labrador Inuit Settlement Area, but such land shall be in addition to the quantum of land in the Labrador Inuit Settlement Area provided for in part 4.2.

8.3.18 Any land to be held in a manner other than a manner referred to in section 8.3.16 or to be designated in a manner other than a manner referred to in section 8.3.17

shall be subject to such arrangements as may be established under the order in council transferring or designating that land pursuant to section 8.3.15.

8.3.19 Subject to sections 8.3.20 and 8.3.21, no liability or responsibility attaches to the Nunatsiavut Government either in respect of the cost of rehabilitating the Voisey's Bay Area or any part of the Voisey's Bay Area or for any loss or damage suffered as a result of pollution in, or contamination of, the Voisey's Bay Area or any part of the Voisey's Bay Area, either prior to or following Closure, that results from the Voisey's Bay Project.

8.3.20 Subject to section 8.3.10, unless otherwise provided in Provincial Legislation, once a piece or parcel of land in the Voisey's Bay Area is transferred to the Nunatsiavut Government as Labrador Inuit Lands, whether before or after Termination, the Province shall not incur any additional or further responsibility or obligation to the Nunatsiavut Government to ensure, carry out or otherwise provide for any additional inspection, rehabilitation, restoration, reclamation or remediation in respect of that piece or parcel of land.

8.3.21 Any facility or infrastructure belonging to the Developer or a Subsequent Developer that is located on land transferred to the Nunatsiavut Government pursuant to section 8.3.15 may be acquired by the Nunatsiavut Government with the agreement of the Developer or Subsequent Developer subject to the following:

(a) no liability attaches to the Province as a result of a transfer pursuant to section 8.3.15; and

(b) when the facility or infrastructure so acquired is no longer retained by the Nunatsiavut Government, the Nunatsiavut Government shall ensure that the land and the facility or infrastructure are rehabilitated in conformity with the Rehabilitation requirements that apply to the Developer or Subsequent Developer in relation to the land and the facility or infrastructure as if no such transfer had been made, unless the Nunatsiavut Government and the Province otherwise agree.

8.3.22 Before approving a rehabilitation or closure plan with respect to the Voisey's Bay Area or the Voisey's Bay Project within their respective jurisdictions, Canada and the Province shall Consult the Nunatsiavut Government as to any facilities or infrastructure in the Voisey's Bay Area that the Nunatsiavut Government may wish to have left in place under the terms of the applicable rehabilitation or closure plan with a view to the acquisition of such facility or infrastructure by the Nunatsiavut Government, as contemplated in section 8.3.21, following Closure.

8.3.23 An alienation or transfer made in accordance with section 8.3.13 or a transfer or a designation under section 8.3.15 shall not derogate from, abridge, remove, terminate, void, or in any manner affect the obligations, with respect to the Voisey's Bay Area, of the Developer under the Voisey's Bay Inuit Impacts and Benefits Agreement or of any Subsequent Developer under an Inuit Impacts and Benefits Agreement referred to in section 8.5.7, or of the Developer or Subsequent

Developer under any Law of General Application, whether with respect to Closure and Post-Closure Procedures or otherwise.

8.3.24 Except as provided in this section, until the status of all land in the Voisey's Bay Area has been finalized in accordance with this part the Province shall not issue any Surface Interest in, grant any commercial right of way to, or permit any surface Development on, a strip of land not less than 15 meters wide along and adjoining the seashore or foreshore of Voisey's Bay in the Voisey's Bay Area (the "foreshore strip"). This restriction does not apply to land within the foreshore strip that has been alienated or transferred in accordance with section 8.3.13 or that has been transferred or designated under section 8.3.15.

8.3.25 If the Province intends to issue a Surface Interest, permit in respect of Quarry Materials or mining lease in the Voisey's Bay Area to any Person other than the Nunatsiavut Government and any part of the boundary delineating the proposed Surface Interest, permit in respect of Quarry Materials or mining lease abuts or is in reasonable proximity to a boundary between the Voisey's Bay Area and Labrador Inuit Lands, the boundary of the abutting or proximate Surface Interest, permit in respect of Quarry Materials or mining lease shall be surveyed to the mutual satisfaction of the Nunatsiavut Government and the Province, at no cost to the Nunatsiavut Government.

8.3.26 Any land in the Voisey's Bay Area not alienated, transferred or designated under sections 8.3.11 to 8.3.18 within five years of Closure, or such longer period as the Province and the Nunatsiavut Government may agree in writing, shall be considered Provincial Crown land outside the Labrador Inuit Settlement Area under Laws of General Application if the Province has complied with the requirements of section 8.3.12 in respect of such land.

Part 8.4 Rights to Develop the Voisey's Bay Project

8.4.1 The Developer or a Subsequent Developer may develop the Voisey's Bay Project in accordance with this chapter.

8.4.2 The Developer or a Subsequent Developer shall not be granted fee simple or freehold title to land or Subsurface Resources in the Voisey's Bay Area.

8.4.3 The Voisey's Bay Area and facilities and infrastructure located in or to be located in the Voisey's Bay Area for purposes of the Voisey's Bay Project shall not, without the prior written agreement of the Nunatsiavut Government, be developed or used by Persons other than Inuit and Inuit Businesses for purposes other than the carrying out of the Voisey's Bay Project.

8.4.4 Notwithstanding section 8.4.3, if, prior to Closure, members of the Innu Nation, or businesses owned and controlled by the Innu Nation or members of the Innu Nation, propose to develop or use the Voisey's Bay Area, or facilities and infrastructure located in or to be located in the Voisey's Bay Area, for any purpose other than the Voisey's Bay Project, the agreement of the Nunatsiavut Government shall not be required, but nothing in this section derogates from section 8.3.13.

8.4.5 No Townsite shall be established in the Voisey's Bay Area.

8.4.6 The only port site that may be used for construction of the Voisey's Bay Project and for purposes of the Voisey's Bay Project shall be located at Edward's Cove.

8.4.7 Nothing in section 8.4.6 prevents the use of a harbour other than Edward's Cove in the event of an emergency. In this section "emergency" means an unplanned, present or imminent event that:

(a) threatens human life, health or safety;

(b) has caused or could cause damage to a ship or a ship's cargo; or

(c) has caused or could cause pollution to the Environment.

Part 8.5 Voisey's Bay Inuit Impacts and Benefits Agreement

8.5.1 The Voisey's Bay Project was not permitted to commence by the Province until the Voisey's Bay Inuit Impacts and Benefits Agreement was in effect and a mining lease shall not be issued to a Subsequent Developer until an Inuit Impacts and Benefits Agreement has been concluded under section 8.5.7.

8.5.2 The Voisey's Bay Inuit Impacts and Benefits Agreement is a contract.

8.5.3 The Voisey's Bay Inuit Impacts and Benefits Agreement is binding only upon the parties to that agreement. Subject to sections 8.5.1, 8.5.4 and 8.5.5, the entitlement of Inuit to any rights or benefits under the Voisey's Bay Inuit Impacts and Benefits Agreement is distinct from, and independent of, any rights of Inuit under the Agreement. Unless otherwise agreed by the Parties, completion or satisfaction of the terms and conditions of the Voisey's Bay Inuit Impacts and Benefits Agreement does not qualify, limit, discharge or otherwise relieve any Party of any of its obligations under the Agreement.

8.5.4 The Province recognizes that Inuit are entitled to preferences with respect to training, employment and contracting opportunities related to the Voisey's Bay Project. These preferences shall be established under and set out in the Voisey's Bay Inuit Impacts and Benefits Agreement. The obligations of the Province under this section are limited to the obligations set out in section 8.5.5.

8.5.5 Upon execution of the Voisey's Bay Inuit Impacts and Benefits Agreement or an Inuit Impacts and Benefits Agreement referred to in section 8.5.7, and subject to disclosure to the Province of the provisions respecting training, employment and contracting preferences in the Voisey's Bay Inuit Impacts and Benefits Agreement or an Inuit Impacts and Benefits Agreement concluded under section 8.5.7, the Province shall, if it concludes that such preferences are reasonable, introduce and support Legislation to ensure that the provisions are lawful. For purposes of this section preferences shall be considered reasonable if non-aboriginal Persons have opportunities to participate in training, employment and contracting related to the Voisey's Bay Project.

8.5.6 The Voisey's Bay Inuit Impacts and Benefits Agreement must include provisions pertaining to the port at Edward's Cove and, notwithstanding section 8.2.1, to shipping in the Zone that is directly associated with the Voisey's Bay Project, including matters of concern to Inuit with respect to the shipping route, the shipping season and winter shipping through landfast sea ice.

8.5.7 A Subsequent Developer may not commence, continue, resume or revive the Voisey's Bay Project without first concluding an Inuit Impacts and Benefits Agreement with the Nunatsiavut Government in accordance with those provisions of part 7.7 that apply to a Major Development in the Labrador Inuit Settlement Area outside Labrador Inuit Lands. An Inuit Impacts and Benefits Agreement under this section shall be subject to sections 8.5.3, 8.5.4 and 8.5.6, with any necessary changes in points of detail. For purposes of part 7.7 a Subsequent Developer shall be absolutely deemed to be a Developer and the commencement, continuation, resumption or revival of the Voisey's Bay Project by a Subsequent Developer shall be absolutely deemed to be a Major Development in the Labrador Inuit Settlement Area outside Labrador Inuit Lands.

Part 8.6 Consultation with Respect to the Voisey's Bay Project

8.6.1 Canada and the Province shall provide to the Nunatsiavut Government on a timely basis, a copy of every application made by the Developer or a Subsequent Developer for a Permit with respect to the Voisey's Bay Project or any other work or activity in the Voisey's Bay Area and any plan, report, or other document submitted by the Developer or Subsequent Developer with respect to the application that is required by Law, and any information respecting the process, including timing, applicable to the disposition of such application.

8.6.2 Canada and the Province shall Consult the Nunatsiavut Government prior to:

(a) deciding an application for a Permit or issuing an order pertaining to the Voisey's Bay Project or to any other work or activity in the Voisey's Bay Area; or

(b) attaching a condition or making an amendment to a Permit or order pertaining to the Voisey's Bay Project or to any other work or activity in the Voisey's Bay Area.

8.6.3 Notwithstanding section 8.6.2, if there is an emergency Canada or the Province may issue a Permit or order in relation to the Voisey's Bay Project or any other work or activity in the Voisey's Bay Area without first Consulting the Nunatsiavut Government, but as soon as practicable thereafter shall inform the Nunatsiavut

Government of, and provide the reasons for, the decision or action. In this section "emergency" means an unplanned, present or imminent event that:

(a) threatens human life, health or safety;

(b) has caused or could cause significant damage to property; or

(c) has caused or could cause pollution or harm to the Environment.

8.6.4 Canada and the Province shall provide to the Nunatsiavut Government, on a timely basis, a copy of every Permit pertaining to the Voisey's Bay Project and the Voisey's Bay Area in effect from time to time.

8.6.5 In relation to the Voisey's Bay Project, Canada shall Consult the Nunatsiavut Government:

(a) on any conditions that might be required of the Developer or a Subsequent Developer for an authorization pursuant to subsection 35(2) of the *Fisheries Act*; and

(b) before issuing an authorization to the Developer or a Subsequent Developer pursuant to subsection 35(2) of the *Fisheries Act*.

8.6.6 With respect to shipping in the Zone directly associated with the Voisey's Bay Project, Canada shall Consult the Nunatsiavut Government in relation to the following matters:

(a) the establishment by Canada of marine navigation services;

(b) subject to section 8.6.7, the issuance of approvals or exemptions under the *Navigable Waters Protection Act*; and

(c) hydrographic surveys along the shipping routes to and from the Voisey's Bay Area.

8.6.7 In the case of matters referred to in section 8.6.6, Consultation will not be required in the event of an emergency, but the Nunatsiavut Government shall be provided with notice thereof as soon as practicable after the approvals or exemptions have been provided. In this section "emergency" means an unplanned, present or imminent event that:

(a) threatens human life, health or safety;

(b) has caused or could cause significant damage to a ship or ship's cargo; or

(c) has caused or could cause pollution to the Environment.

8.6.8 Canada and the Province shall Consult the Nunatsiavut Government prior to providing advice to the Developer or a Subsequent Developer regarding:

(a) all significant elements of the marine transportation management plan relating to the Voisey's Bay Project, including but not limited to winter shipping, shipping routes, oil spill emergency response plans, search and rescue plans, concentrate loading procedures, navigational aids and pilotage requirements; and

(b) any voluntary agreements that may be reached in relation to shipping by the Developer or Subsequent Developer, including an agreement supporting the applicable principles of the "Arctic Ice Regime Shipping System (AIRSS) Standards" referred to in the *Arctic Shipping Pollution Prevention Regulations*.

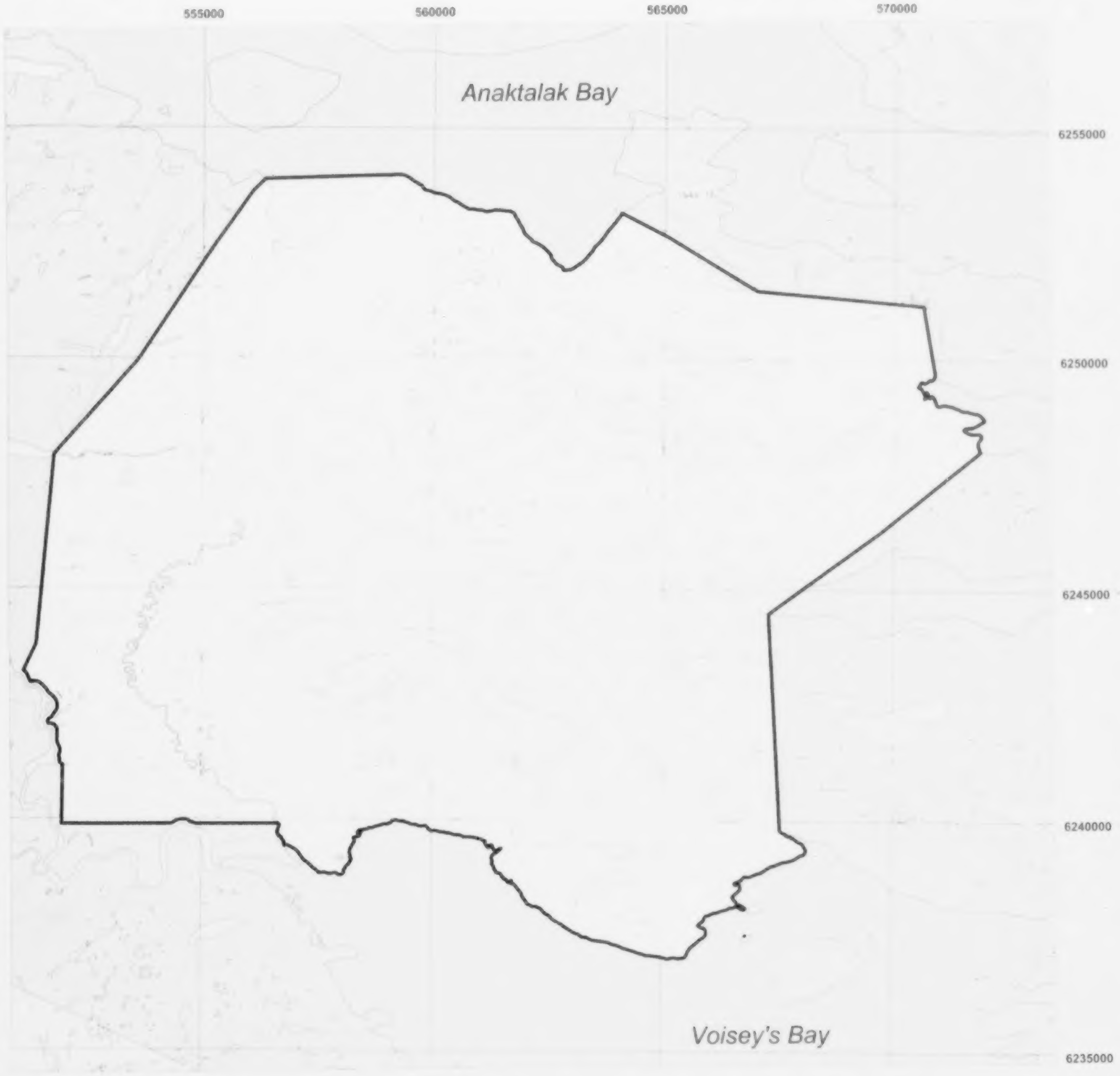
Part 8.7 Environmental Management

8.7.1 Canada and the Province shall Consult the Nunatsiavut Government about measures to conserve, protect and rehabilitate the Environment in relation to the Voisey's Bay Project including the implementation of measures:

(a) pertaining to the enforcement of all regulatory requirements, and of the terms and conditions of all Permits in relation to the Voisey's Bay Project;

(b) to require that the Developer or a Subsequent Developer prevent or Mitigate adverse Environmental Effects of the Voisey's Bay Project; and

(c) to consider Inuit Knowledge, scientific information and the precautionary principle in Environmental management of the Voisey's Bay Project.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Voisey's Bay

Labrador Inuit Land Claims Agreement

Schedule 8-A

Voisey's Bay Area

(section 8.1.1)

This is not an authoritative map of the Voisey's Bay Area and has been prepared for illustrative purposes only. The authoritative maps of the Voisey's Bay Area are contained in the Map Atlas.

legend

☐ Voisey's Bay Area

▨ Labrador Inuit Lands

▨ Labrador Inuit Settlement Area (land and Waters)

▨ Labrador Inuit Settlement Area (Zone)

Nunavut
Labrador Sea
Québec
Labrador

0 2.5 5

kilometres

scale

1 : 125,000

N

Chapter 9: National Parks and Protected Areas

Part 9.1 Torngat Mountains National Park Reserve

9.1.1 The area set out in the Map Atlas (shown for illustrative purposes only in schedule 9-A) and described in appendix D-2 shall become a National Park Reserve, to be called the Torngat Mountains National Park Reserve of Canada, on the Effective Date.

9.1.2 Subject to the *Canada National Parks Act*, Canada undertakes to:

(a) establish the Torngat Mountains National Park Reserve of Canada as a National Park, to be called the Torngat Mountains National Park of Canada; and

(b) Consult the Nunatsiavut Government with respect to the establishment of the Torngat Mountains National Park Reserve of Canada as a National Park.

9.1.3 Canada shall conduct a process of public consultation in the Labrador Inuit Settlement Area before substantially redrawing the boundaries of the Torngat Mountains National Park of Canada or the Torngat Mountains National Park Reserve of Canada.

9.1.4 Parts 9.2 and 9.3, other than sections 9.2.1, 9.2.3 and 9.2.4, apply to this part.

Part 9.2 National Parks and National Park Reserves

9.2.1 Prior to entering into any agreement for purposes of establishing a National Park, National Park Reserve, National Marine Conservation Area or National Marine Conservation Area Reserve in the Labrador Inuit Settlement Area outside Labrador Inuit Lands, Canada and the Province shall Consult the Nunatsiavut Government about the proposed agreement.

9.2.2 Prior to the establishment or substantial enlargement of a National Park, National Park Reserve, National Marine Conservation Area or National Marine Conservation Area Reserve in the Labrador Inuit Settlement Area, Canada and the Nunatsiavut Government shall negotiate a park impacts and benefits agreement that:

(a) shall address any matter connected with the proposed National Park, National Park Reserve, National Marine Conservation Area or National Marine Conservation Area Reserve or any proposed substantial enlargement of the National Park, National Park Reserve, National Marine Conservation Area or National Marine Conservation Area Reserve that might have a detrimental impact on Inuit or that could reasonably confer a benefit on Inuit; and

(b) may include provisions related to:

  (i) the participation of Inuit in the management of the National Park, National Park Reserve, National Marine Conservation Area or National Marine Conservation Area Reserve through a co-operative management board;

  (ii) Mitigation of potential negative impacts of the National Park, National Park Reserve, National Marine Conservation Area or National Marine Conservation Area Reserve on Inuit;

  (iii) the use of Inuit camps, cabins and travel routes for the exercise of the Harvesting rights of Inuit in the National Park, National Park Reserve, National Marine Conservation Area or National Marine Conservation Area Reserve;

  (iv) hiring of qualified Inuit in connection with the establishment, operation and maintenance of the National Park, National Park Reserve, National Marine Conservation Area or National Marine Conservation Area Reserve;

  (v) any opportunities for Inuit Businesses associated with the National Park, National Park Reserve, National Marine Conservation Area or National Marine Conservation Area Reserve, including guiding and tourism;

  (vi) archaeology and access to and display of Archaeological Materials in the National Park, National Park Reserve, National Marine Conservation Area or National Marine Conservation Area Reserve, but no such provisions may relieve Canada of its obligations under part 9.3;

  (vii) Harvesting by Inuit in the National Park, National Park Reserve, National Marine Conservation Area or National Marine Conservation Area Reserve;

  (viii) technology to extract Carving Stone, the amount of Carving Stone that may be extracted, physical access for purposes of extracting Carving Stone, and the protection of the Environment and the integrity of the National Park, National Park Reserve, National Marine Conservation Area or National Marine Conservation Area Reserve in relation to the extraction of Carving Stone; and

  (ix) any other matters that Canada and the Nunatsiavut Government consider to be relevant to the needs of Inuit and the National Park, National Park Reserve, National Marine Conservation Area or National Marine Conservation Area Reserve.

9.2.3 If Canada and the Nunatsiavut Government have not concluded an agreement referred to in section 9.2.2 within 18 months from the conclusion of an agreement between Canada and the Province providing for the transfer to Canada of administration and control of the area necessary for the establishment of the National Park, National Park Reserve, National Marine Conservation Area or National Marine Conservation Area Reserve, or any other time agreed to by Canada and the Nunatsiavut Government, they shall select a conciliator who shall submit a report to Canada and the Nunatsiavut Government for consideration. If Canada and the Nunatsiavut Government cannot agree following conciliation, each of them shall, within 60 clear days from receipt of the conciliator's report, submit a report to the Minister for the Minister's consideration and decision on the terms of the agreement.

9.2.4 If an agreement between Canada and the Province referred to in section 9.2.3 is not necessary with respect to the establishment of a National Marine Conservation Area or National Marine Conservation Area Reserve and if Canada and the Nunatsiavut Government have not concluded an agreement referred to in section 9.2.2 within 18 months from the commencement of negotiations for that purpose, or any other time agreed to by them, they shall select a conciliator who shall submit a report to them for consideration. If Canada and the Nunatsiavut Government cannot agree following conciliation, each party shall, within 60 clear days from receipt of the conciliator's report, submit a report to the Minister for the Minister's consideration and decision on the terms of the agreement.

9.2.5 A Park Impacts and Benefits Agreement:

(a) shall not form part of the Agreement; and

(b) is not intended to be a treaty or land claims agreement and is not intended to recognize or affirm aboriginal or treaty rights within the meaning of sections 25 and 35 of the *Constitution Act, 1982*.

9.2.6 Any provision respecting archaeology in a Park Impacts and Benefits Agreement shall be consistent with the regime applicable to land under the control and administration of Canada under chapter 15.

9.2.7 Notwithstanding section 9.2.2, where a Park Impacts and Benefits Agreement has been negotiated in respect of a National Park Reserve or National Marine Conservation Area Reserve, no additional Park Impacts and Benefits Agreement shall be required solely by virtue of the National Park Reserve or National Marine Conservation Area Reserve being designated a National Park or National Marine Conservation Area.

9.2.8 Except as provided in a Park Impacts and Benefits Agreement or in section 9.2.11 or 9.2.13, the establishment of a National Park, National Park Reserve, National Marine Conservation Area or National Marine Conservation Area Reserve in the Labrador Inuit Settlement Area shall not affect Inuit rights under the Agreement unless otherwise specifically provided in the Agreement.

9.2.9 If there is a Conflict between an Inuit Law and a federal Law of General Application relating to a National Park, National Park Reserve, National Marine Conservation Area or National Marine Conservation Area Reserve, the federal Law of General Application prevails to the extent of the Conflict.

9.2.10 Any co-operative management board for a National Park, National Park Reserve, National Marine Conservation Area or National Marine Conservation Area Reserve shall be an advisory board. The Minister may accept or reject the advice of the co-operative management board.

9.2.11 There shall be no Commercial Wildlife Operations, commercial fishing, or commercial Harvesting of Plants or Aquatic Plants in National Parks or National Park Reserves in the Labrador Inuit Settlement Area, except for the trapping of Furbearers by Inuit in accordance with chapter 12 and non-consumptive commercial activities in relation to Wildlife and Fish.

9.2.12 Except as provided in section 4.6.9 and except for quarrying of Quarry Material that may be required for construction necessary for, or related to, a National Park, National Park Reserve, National Marine Conservation Area or National Marine Conservation Area Reserve, exploration for and development of Subsurface Resources shall not be permitted in a National Park, National Park Reserve, National Marine Conservation Area or National Marine Conservation Area Reserve in the Labrador Inuit Settlement Area.

9.2.13 Inuit shall not extract Carving Stone in a National Park, National Park Reserve, National Marine Conservation Area or National Marine Conservation Area Reserve in the Labrador Inuit Settlement Area with power tools or explosives unless a permit to do so has been issued by the Minister. A permit shall not be denied unless the Minister has reason to believe that the use of power tools or explosives for the extraction of Carving Stone would be a hazard to public safety or would impair the ecological integrity of the National Park, National Park Reserve, National Marine Conservation Area or National Marine Conservation Area Reserve.

9.2.14 Where Canada intends to contract for the establishment, operation or maintenance of facilities in a National Park, National Park Reserve, National Marine Conservation Area or National Marine Conservation Area Reserve in the Labrador Inuit Settlement Area, Canada shall:

(a) give fair consideration to qualified Inuit contractors; and

(b) ensure that all contractors give fair consideration to qualified Inuit contractors.

9.2.15 Section 9.2.14 shall not restrict the provisions of a Park Impacts and Benefits Agreement in relation to a proposed National Park, National Park Reserve, National Marine Conservation Area or National Marine Conservation Area Reserve in the Labrador Inuit Settlement Area that deal with economic benefits for Inuit.

Part 9.3 Archaeological Activities in National Parks and National Park Reserves

9.3.1 Canada shall Consult the Province and the Nunatsiavut Government before:

(a) carrying out, permitting or authorizing an Archaeological Activity in a National Park, National Park Reserve, National Marine Conservation Area or National Marine Conservation Area Reserve in the Labrador Inuit Settlement Area;

(b) cancelling any permit or authorization in relation to an Archaeological Activity in a National Park, National Park Reserve, National Marine Conservation Area or National Marine Conservation Area Reserve in the Labrador Inuit Settlement Area; or

(c) altering the terms or conditions of any permit or authorization in relation to an Archaeological Activity in a National Park, National Park Reserve, National Marine Conservation Area or National Marine Conservation Area Reserve in the Labrador Inuit Settlement Area.

9.3.2 If Consultation under section 9.3.1 is not practicable because of an emergency, Canada shall, as soon as practicable after taking an action referred to in subsection 9.3.1(a), 9.3.1(b) or 9.3.1(c), notify the Province and the Nunatsiavut Government of, and provide the reasons for, its action. For purposes of this section an emergency shall be deemed to exist if:

(a) a Person is wilfully ignoring the terms of Legislation or a permit in respect of an Archaeological Activity, Archaeological Material or an Archaeological Site; or

(b) Archaeological Material or an Archaeological Site is in imminent danger of being destroyed or of being disturbed contrary to the terms of Legislation or a permit.

9.3.3 Canada shall provide the Province and the Nunatsiavut Government the following information relative to any National Park, National Park Reserve, National Marine Conservation Area or National Marine Conservation Area Reserve in the Labrador Inuit Settlement Area:

(a) copies of all reports, forms and records received from a Permit Holder as defined in chapter 15;

(b) Archaeological Site record forms for all known Archaeological Sites; and

(c) Archaeological Site inventory maps showing the locations of all known Archaeological Sites.

Part 9.4 Protected Areas

9.4.1 The establishment of Protected Areas in the Labrador Inuit Settlement Area is subject to chapters 10 and 11.

9.4.2 Except as provided in a Protected Area Agreement or in section 9.4.18, nothing in this part affects the rights of Inuit or the Nunatsiavut Government under the Agreement.

9.4.3 A Protected Area established in the Labrador Inuit Settlement Area outside Labrador Inuit Lands shall be established under Laws of General Application, subject to the Agreement.

9.4.4 Subject to section 9.4.5, Protected Areas in Labrador Inuit Lands shall be established by the Nunatsiavut Government, which may make laws in relation to the establishment, use and operation of Protected Areas in Labrador Inuit Lands.

9.4.5 Nothing in section 9.4.4 confers jurisdiction on the Nunatsiavut Government to make laws in relation to the establishment, use or operation of a Protected Area under federal or Provincial Legislation.

9.4.6 No Protected Area may be established under federal or Provincial Legislation in Labrador Inuit Lands until an agreement with respect to the Protected Area has been concluded between the Nunatsiavut Government and Canada or the Province, as the case may be, but an agreement under this section:

(a) shall not form part of the Agreement; and

(b) is not intended to be a treaty or land claims agreement and is not intended to recognize or affirm aboriginal or treaty rights within the meaning of sections 25 and 35 of the *Constitution Act, 1982*.

9.4.7 Nothing in section 9.4.6 or 9.4.9 is intended to affect, or shall be construed so as to affect, part 4.18.

9.4.8 If there is a Conflict between an Inuit Law under section 9.4.4 and a federal or Provincial Law, the Inuit Law prevails to the extent of the Conflict.

9.4.9 Notwithstanding anything in the Agreement, if there is a Conflict between an Inuit Law and federal or Provincial Legislation in relation to critical habitat of species at risk, the federal or Provincial Legislation prevails to the extent of the Conflict.

9.4.10 Canada or the Province, as the case may be, shall Consult the Nunatsiavut Government before it:

(a) establishes a Protected Area,

(b) discontinues a Protected Area,

(c) changes the level or scope of protection in a Protected Area, or

(d) redraws the boundaries of a Protected Area,

in the Labrador Inuit Settlement Area.

9.4.11 The Nunatsiavut Government shall Consult the Province and Canada before establishing a Protected Area, discontinuing a Protected Area, redrawing the boundaries of a Protected Area or changing the level or scope of protection in a Protected Area in Labrador Inuit Lands.

9.4.12 If, following the Consultation referred to in section 9.4.10, the Minister intends to establish a Protected Area in the Labrador Inuit Settlement Area outside Labrador Inuit Lands or make a substantial change in the level or scope of protection in a Protected Area in the Labrador Inuit Settlement Area outside Labrador Inuit Lands, the Minister shall, subject to sections 9.4.16, 9.4.17 and 9.4.18, negotiate with the Nunatsiavut Government for purposes of concluding an agreement with respect to the Protected Area.

9.4.13 A Protected Area Agreement shall address all matters relevant to the establishment, development and operation of a Protected Area and any matter connected with the Protected Area that might have a detrimental impact on Inuit or that could reasonably confer a benefit on Inuit and shall include provisions related to:

(a) steps that will be taken by the relevant Parties in the establishment of the Protected Area;

(b) management of the Protected Area;

(c) Mitigation of potential negative impacts of the Protected Area on Inuit;

(d) the use of Inuit camps, cabins and travel routes for the exercise of Harvesting rights of Inuit in the Protected Area;

(e) hiring of qualified Inuit in connection with the establishment, development and operation of the Protected Area;

(f) archaeology;

(g) any opportunities for Inuit Businesses associated with the Protected Area including guiding and tourism; and

(h) Harvesting by Inuit.

9.4.14 A Protected Area Agreement:

(a) shall not form part of the Agreement; and

(b) is not intended to be a treaty or land claims agreement and is not intended to recognize or affirm aboriginal or treaty rights within the meaning of sections 25 and 35 of the *Constitution Act, 1982*.

9.4.15 A Protected Area Agreement shall be consistent with chapter 15.

9.4.16 If the Minister intends to establish a Protected Area in the Labrador Inuit Settlement Area outside Labrador Inuit Lands or make a substantial change in the level or scope of protection in a Protected Area in the Labrador Inuit Settlement Area outside Labrador Inuit Lands under section 9.4.12 for the purposes of Conservation, as defined in chapter 12 or 13, and a Protected Area Agreement has not been concluded with the Nunatsiavut Government within 120 clear days from the commencement of negotiations, the Minister may establish the Protected Area without first concluding a Protected Area Agreement and any matter in dispute may be referred by the Nunatsiavut Government to arbitration under chapter 21.

9.4.17 If the Minister intends to establish a Protected Area in the Labrador Inuit Settlement Area outside Labrador Inuit Lands or make a substantial change in the level or scope of protection in a Protected Area in the Labrador Inuit Settlement Area outside Labrador Inuit Lands under section 9.4.12 for any purpose other than for purposes of Conservation, as defined in chapter 12 or 13, and a Protected Area Agreement has not been concluded with the Nunatsiavut Government within 120 clear days from the commencement of negotiations, any matter in dispute may be referred to arbitration under chapter 21.

9.4.18 An emergency reserve may be established under the *Wilderness and Ecological Reserves Act* in an endangered area in the Labrador Inuit Settlement Area outside Labrador Inuit Lands prior to the commencement of negotiations for purposes of concluding a Protected Area Agreement with respect to such Protected Area but:

(a) negotiation of a Protected Area Agreement in respect of such Protected Area must be commenced within 90 clear days from the date of the Legislation or order establishing the emergency reserve;

(b) if a Protected Area Agreement has not been concluded with the Nunatsiavut Government within 120 clear days from the commencement of negotiations, any matter in dispute may be referred to arbitration under chapter 21;

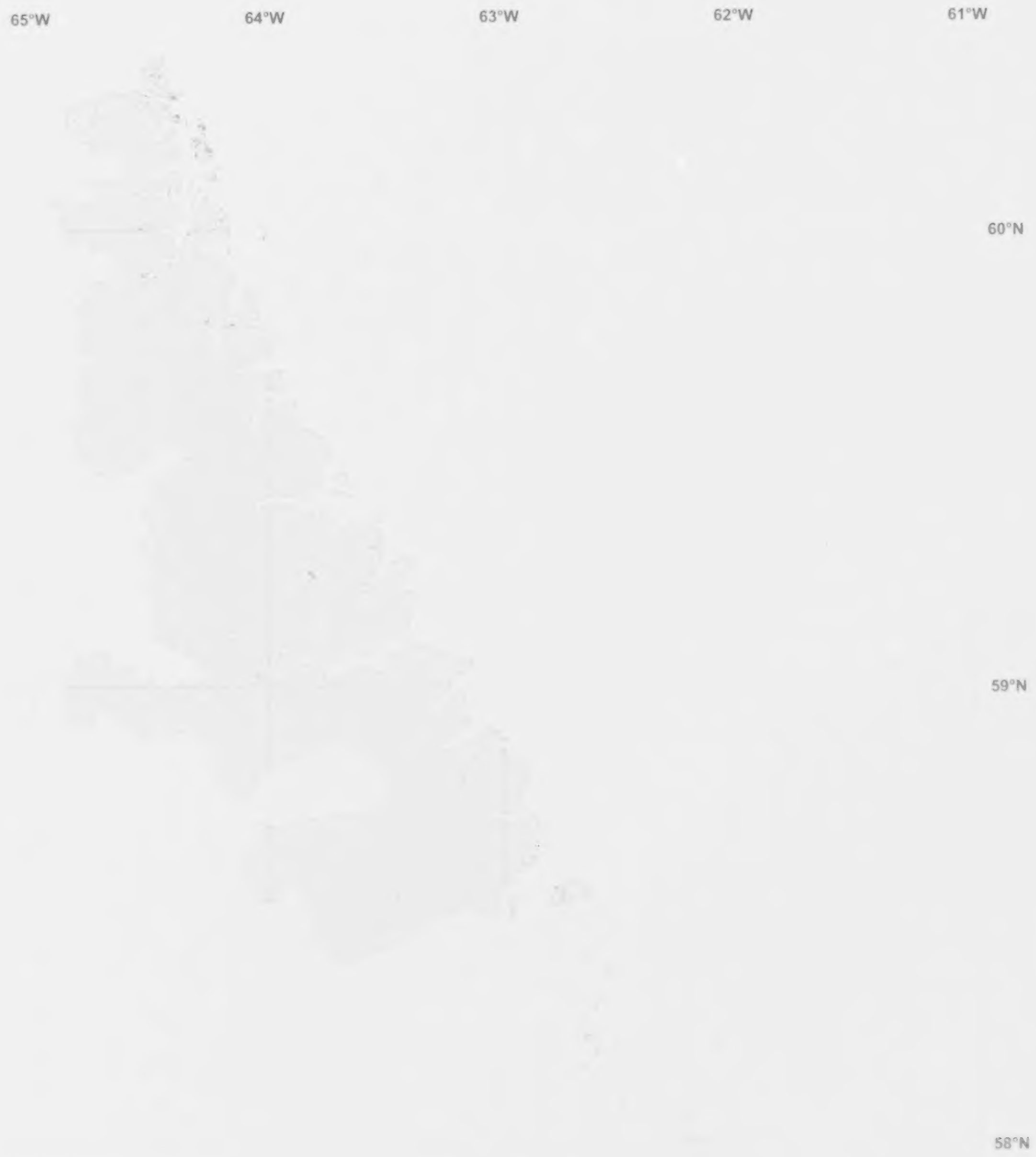
(c) subject to sections 9.4.16 and 9.4.17, an emergency reserve shall not be established as a reserve under the *Wilderness and Ecological Reserves Act* until a Protected Area Agreement has been concluded with the Nunatsiavut Government; and

(d) if the emergency reserve is not established as a reserve within two years from the date of the Legislation or order establishing the emergency reserve, the emergency reserve shall cease to exist as a Protected Area.

For purposes of this section an "endangered area" is an area that has been found suitable for the establishment in it of a reserve and in the opinion of the Minister is in danger, because of some imminent activity, action or event, of becoming an area that would not be suitable for the establishment in it of a reserve.

9.4.19 In addition to any other rights of access and use enjoyed by Inuit under the Agreement or a Protected Area Agreement, Inuit shall have a right of entry at no cost into Protected Areas in the Labrador Inuit Settlement Area, but nothing in this section creates a right to free use of facilities for which user fees are charged in a Protected Area.

9.4.20 Any Government publication informing the public about Protected Areas in the Labrador Inuit Settlement Area must be made available in Inuktitut.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Labrador Inuit Land Claims Agreement

Schedule 9-A
Torngat Mountains National Park Reserve of Canada
(section 9.1.1)

This is not an authoritative map of the Torngat Mountains National Park Reserve of Canada and has been prepared for illustrative purposes only. The authoritative maps of the Torngat Mountains National Park Reserve of Canada are contained in the Map Atlas.

legend

Torngat Mountains National Park Reserve of Canada

Nunavut
Quebec
Labrador
Labrador Sea

0 25 50
kilometres

scale
1 : 1,600,000

N

Chapter 10: Land Use Planning

Part 10.1 Definitions

10.1.1 In this chapter:

"Appeal Board" means the board established under section 10.11.2;

"Government" does not include Canada;

"Planner" means the individual or individuals appointed by the Minister under section 10.4.1; and

"Regional Planning Authority" means the planning authority established under section 10.3.1 or 10.3.2.

Part 10.2 General

10.2.1 The provisions of this chapter apply to all lands, waters and resources in the Labrador Inuit Settlement Area other than lands under the control and administration of Canada and Tidal Waters within the jurisdiction of Canada.

10.2.2 The Labrador Inuit Settlement Area is a single regional planning area for all purposes related to land use planning.

10.2.3 Land use policies and development regulations established under Provincial Laws do not apply in or to Labrador Inuit Lands but, subject to this chapter, do apply in accordance with their terms to Water Use in Labrador Inuit Lands.

10.2.4 The Province shall Consult the Nunatsiavut Government before establishing any land use policy or development regulation under any Provincial Law that applies in or to the Labrador Inuit Settlement Area outside Labrador Inuit Lands or to Water Use in Labrador Inuit Lands.

10.2.5 The Nunatsiavut Government shall Consult the Province before establishing any land use policy or development regulation under an Inuit Law that applies in or to Labrador Inuit Lands.

10.2.6 A Person is not entitled to compensation for a reduction in the value of that Person's interest in land or for any loss or damage to that Person's interest in land that may result from the application of this chapter or the Land Use Plan.

10.2.7 Notwithstanding the jurisdiction of the Nunatsiavut Government under section 10.12.1 and the provisions of section 10.12.4, a Land Use Plan must be prepared in accordance with this chapter and in accordance with the procedures set out for the preparation of a regional plan under the *Urban and Rural Planning Act, 2000*. A draft of the Land Use Plan shall be submitted to the Province and the

Nunatsiavut Government under section 10.5.5 within three years from the Effective Date or within any other time period agreed to by the Province and the Nunatsiavut Government.

10.2.8 A plan under the *Urban and Rural Planning Act, 2000* which is in effect in the Labrador Inuit Settlement Area at the time the Land Use Plan comes into effect shall be amended to conform to the Land Use Plan.

10.2.9 A plan under the *Urban and Rural Planning Act, 2000* within the Labrador Inuit Settlement Area or under an Inuit Law within Labrador Inuit Lands prepared subsequent to the time the Land Use Plan comes into effect must conform to the Land Use Plan.

10.2.10 The Province and the Nunatsiavut Government, through the planning process referred to in this chapter and thereafter, may collaborate with the federal Minister for purposes of achieving the objectives of Canada's oceans management strategy under part II of the *Oceans Act*.

Part 10.3 Regional Planning Authority

10.3.1 There shall be a Regional Planning Authority for the Labrador Inuit Settlement Area composed of four members having knowledge and experience in land use planning who shall be appointed jointly by the Province and the Nunatsiavut Government as soon as practicable after the Effective Date.

10.3.2 If the Province and the Nunatsiavut Government fail to agree on joint appointments to the Regional Planning Authority for the Labrador Inuit Settlement Area within 60 clear days from the commencement of discussions for that purpose, each of the Province and the Nunatsiavut Government may appoint two members.

10.3.3 The members of the Regional Planning Authority shall select a chairperson from among their number.

10.3.4 The Regional Planning Authority shall direct the preparation of the draft of the Land Use Plan.

10.3.5 The Regional Planning Authority may adopt rules for the performance of its functions, including rules for the calling of meetings, the conduct of business and the carrying on of the work of the Regional Planning Authority.

10.3.6 The members of the Regional Planning Authority shall receive remuneration for their services as members and shall be paid the expenses necessarily incurred in the discharge of their duties. A public servant appointed to the Regional Planning Authority shall not receive remuneration in excess of that received as a public servant.

10.3.7 The Regional Planning Authority shall disband and cease its operations when it has completed its functions under part 10.5.

10.3.8 The Regional Planning Authority shall prepare a single, comprehensive Land Use Plan for the Labrador Inuit Settlement Area following the procedures set out for preparation of a regional plan by a regional authority under the *Urban and Rural Planning Act, 2000*, as modified by this chapter, and for that purpose has the powers and shall carry out the functions of a regional authority under the *Urban and Rural Planning Act, 2000*, subject to this chapter.

10.3.9 The Regional Planning Authority shall, after Consultation with the Planner:

(a) establish principles to guide land use planning in the Labrador Inuit Settlement Area;

(b) establish the objectives of the land use plan; and

(c) perform any other functions that may be agreed upon by the Regional Planning Authority, the Nunatsiavut Government and the Province.

Part 10.4 Preparation of the Land Use Plan

10.4.1 The Minister shall appoint a planner or planners to prepare a draft of the Land Use Plan.

10.4.2 The Planner, who shall be a fellow or full member of the Canadian Institute of Planners, shall be appointed from a list of nominees prepared by the Regional Planning Authority and the terms of the appointment shall be established by the Minister in Consultation with the Regional Planning Authority.

10.4.3 The draft of the Land Use Plan must provide for the management of land, water and resource use in the Labrador Inuit Settlement Area and shall take into consideration and account for:

(a) the natural resources of the Labrador Inuit Settlement Area, including Water, and existing patterns of natural resource use;

(b) the health and quality of life of the residents of the Labrador Inuit Settlement Area;

(c) the economic needs of, and the economic opportunities that are and may be available to, the residents of the Labrador Inuit Settlement Area;

(d) Environmental considerations, including Fish, Fish Habitat, Aquatic Plants, Wildlife, Plants and Habitat;

(e) Protected Areas, National Parks, National Parks Reserves, National Marine Conservation Areas and National Marine Conservation Area Reserves;

(f) cultural factors and priorities, including the protection and preservation of Archaeological Sites, sites of religious or spiritual significance to Inuit, Inuit burial sites and Aullâsimavet;

(g) particular local and regional considerations;

(h) considerations respecting the management of estuarine, coastal and marine ecosystems;

(i) the rights of Inuit as set out in the Agreement;

(j) the mandatory and discretionary requirements for plans and regulations under the *Urban and Rural Planning Act, 2000*; and

(k) any other factors that, in the opinion of the Regional Planning Authority and the Planner, are necessary or desirable.

10.4.4 Once the Regional Planning Authority is satisfied with the draft of the Land Use Plan, it shall forward the draft to the Nunatsiavut Government and the Minister.

10.4.5 Within 60 clear days from the date when the draft of the Land Use Plan is forwarded to the Nunatsiavut Government and the Minister under section 10.4.4, the Nunatsiavut Government and the Minister shall provide their recommendations and comments regarding the draft of the Land Use Plan to the Regional Planning Authority. The Regional Planning Authority may direct the Planner to revise the draft of the Land Use Plan.

10.4.6 Upon completion of the process under section 10.4.5, the Regional Planning Authority shall forward the draft of the Land Use Plan or revised draft of the Land Use Plan to the Nunatsiavut Government and the Minister.

10.4.7 The draft of the Land Use Plan referred to in section 10.4.6 shall be adopted in principle by the Minister and the Nunatsiavut Government.

Part 10.5 Public Hearings

10.5.1 Once the steps required under part 10.4 have been completed and the draft of the Land Use Plan has been adopted in principle by the Minister and the Nunatsiavut Government pursuant to section 10.4.7, it shall be the subject of public hearings to be held within the Labrador Inuit Settlement Area and other locations as determined by the Nunatsiavut Government and the Minister.

10.5.2 The Regional Planning Authority shall appoint a commissioner who shall:

(a) hold public hearings and consider representations regarding the draft of the Land Use Plan from any Person;

(b) have, for purposes of public hearings under this chapter, the same powers as a commissioner under the *Public Inquiries Act*; and

(c) not simultaneously be a member or an employee of a municipal or city council, a regional authority, the Provincial Government or an Inuit Government.

10.5.3 Within six months from the date of the appointment under section 10.5.2, the commissioner shall submit a written report to the Regional Planning Authority with respect to the draft of the Land Use Plan. The report must set out in detail the commissioner's recommendations respecting all matters and representations considered by the commissioner at the public hearings together with the reasons for the recommendations and a statement showing objections and representations that came to the attention of the commissioner but were not considered and the reasons why they were not considered.

10.5.4 The Regional Planning Authority shall Consult the Nunatsiavut Government and the Minister on the report referred to in section 10.5.3 and following such Consultation may revise the draft of the Land Use Plan.

10.5.5 After the Consultation referred to in section 10.5.4 and after making any revisions, the Regional Planning Authority shall submit the draft of the Land Use Plan to the Minister and the Nunatsiavut Government.

Part 10.6 Approval of the Land Use Plan

10.6.1 Within 90 clear days from the date of receipt of the draft of the Land Use Plan referred to in section 10.5.5, the Minister shall, with respect to the Labrador Inuit Settlement Area outside Labrador Inuit Lands and with respect to Water Use in Labrador Inuit Lands, review the draft of the Land Use Plan under the *Urban and Rural Planning Act, 2000*. Upon completion of the review, the Minister shall, after Consulting the Nunatsiavut Government pursuant to section 10.6.3:

(a) approve the draft of the Land Use Plan with or without conditions;

(b) modify the draft of the Land Use Plan; or

(c) reject the draft of the Land Use Plan and substitute a Land Use Plan for the Labrador Inuit Settlement Area outside Labrador Inuit Lands and for the Use of Water in Labrador Inuit Lands; and

(d) forthwith notify the Nunatsiavut Government of the decision.

10.6.2 Within 90 clear days from the date of receipt of the draft of the Land Use Plan referred to in section 10.5.5, the Nunatsiavut Government shall, with respect to Labrador Inuit Lands and subject to section 10.6.3:

(a) approve the draft of the Land Use Plan with or without conditions;

(b) modify the draft of the Land Use Plan; or

(c) reject the draft of the Land Use Plan and substitute a Land Use Plan for a matter within the jurisdiction of the Nunatsiavut Government; and

(d) forthwith notify the Minister of the decision.

10.6.3 The discretion of the Nunatsiavut Government under section 10.6.2 shall not apply to Water Use in Labrador Inuit Lands, but the Minister shall Consult the Nunatsiavut Government prior to taking any action under section 10.6.1 with respect to Water Use in Labrador Inuit Lands.

10.6.4 Once the draft of the Land Use Plan referred to in section 10.5.5 has been approved, with or without conditions, modified or rejected and substituted under sections 10.6.1 and 10.6.2 it shall be brought into effect as the Land Use Plan in accordance with the procedures set out in part 10.7.

Part 10.7 Coming into Effect and Implementation of the Plan

10.7.1 For matters within Provincial jurisdiction in the Labrador Inuit Settlement Area outside Labrador Inuit Lands, including the Inuit Communities, and with respect to Water Use in Labrador Inuit Lands, the Land Use Plan shall come into effect upon compliance by the Minister with the requirements of the *Urban and Rural Planning Act, 2000* for bringing a plan into force after which the Land Use Plan, as it applies in such lands, shall be binding for purposes of Provincial Law on all Persons other than Canada.

10.7.2 The Land Use Plan shall come into effect in Labrador Inuit Lands when it has been proclaimed and published as an Inuit Law in accordance with the procedures established pursuant to subsection 17.5.1(d), after which the Land Use Plan, as it applies in Labrador Inuit Lands, shall be binding for purposes of Inuit Laws, on all Persons other than Canada.

10.7.3 The Land Use Plan shall be implemented:

(a) in Labrador Inuit Lands by the Nunatsiavut Government, subject to section 10.12.2;

(b) in the Inuit Communities, except with respect to Labrador Inuit Lands, by the Inuit Community Governments; and

(c) elsewhere within the Labrador Inuit Settlement Area by the Minister.

Part 10.8 Non-Conforming Uses

10.8.1 Any use of land, Water, Tidal Waters, or buildings legally existing within the Labrador Inuit Settlement Area when the Land Use Plan comes into effect which does not conform to the Land Use Plan or which becomes non-conforming as a result of an amendment to the Land Use Plan may continue without conforming to the Land Use Plan.

10.8.2 Unless otherwise provided in the Agreement, any non-conforming use permitted under section 10.8.1 which ceases for a continuous period of 12 months loses its status as a permitted non-conforming use.

Part 10.9 Transitional

10.9.1 No new use of land, Water, Tidal Waters, or buildings within the Labrador Inuit Settlement Area outside Labrador Inuit Lands, other than one which conforms to a municipal plan, may be permitted between the Effective Date and the date when the Land Use Plan comes into effect without Consultation with the Nunatsiavut Government.

10.9.2 Paragraphs F to L inclusive of Schedule A to the *Mineral Regulations* (CNR 1143/96) shall not be revised, replaced or amended:

(a) in Labrador Inuit Lands prior to the date when the Land Use Plan comes into effect without the written consent of the Nunatsiavut Government; and

(b) in the Labrador Inuit Settlement Area outside Labrador Inuit Lands, until at least six months after the Effective Date.

Part 10.10 Amendments to the Plan

10.10.1 The Nunatsiavut Government and the Minister shall jointly review the Land Use Plan, including the principles and objectives for the Land Use Plan that are established under section 10.3.9, every five years from the date when the Land Use Plan comes into effect everywhere in the Labrador Inuit Settlement Area.

10.10.2 Recommendations for amendments to the Land Use Plan may be made by any Person to the Nunatsiavut Government or the Minister at any time after the Land Use Plan comes into effect.

10.10.3 An amendment to the Land Use Plan that is proposed as a consequence of a review under section 10.10.1 or that is recommended under section 10.10.2 shall be dealt with in accordance with this part.

10.10.4 The Government having jurisdiction over the land or matter that is the subject of a proposed amendment shall either reject the proposed amendment or, subject to section 10.10.5, prepare a draft amendment to the Land Use Plan.

10.10.5 In preparing a draft amendment to the Land Use Plan the Minister or the Nunatsiavut Government, as the case may be, shall:

(a) apply the principles and objectives for the Land Use Plan that are established under section 10.3.9 unless, as part of the draft amendment, the principles and objectives that have been established under section 10.3.9 are being revised as a result of a review referred to in section 10.10.1;

(b) take into consideration, and account for, where appropriate, the matters set out in section 10.4.3; and

(c) Consult the other.

10.10.6 Following the Consultation referred to in subsection 10.10.5(c), the Government having jurisdiction over the land or matter that is the subject of the proposed amendment shall submit the draft amendment to the other Government and both shall, no later than 30 clear days from the date of submission, adopt in principle the draft amendment to the Land Use Plan.

10.10.7 Upon compliance with section 10.10.6, the Minister and the Nunatsiavut Government shall forthwith give public notice:

(a) that they have adopted the draft amendment in principle;

(b) of the contents of the draft amendment;

(c) that objections and representations may be made with respect to the draft amendment; and

(d) setting out the time limit and method for providing objections and representations with respect to the draft amendment.

10.10.8 The time limit referred to in subsection 10.10.7(d) shall be no less than 14 clear days from the date of first publication of the notice.

10.10.9 Within 10 clear days from the date of expiry of the time limit set out in the notice referred to in subsection 10.10.7(d), the Minister and the Nunatsiavut Government shall Consult each other concerning:

(a) any objections and representations with respect to the draft amendment that may have been received under subsection 10.10.7(c); and

(b) subject to this part, the process that will be followed for the disposition of such objections and representations.

10.10.10 Within seven clear days from the completion of the Consultation referred to in section 10.10.9:

(a) either the Minister or the Nunatsiavut Government within their respective jurisdictions may conclude that a public hearing is necessary or desirable, in which case the Government with jurisdiction over the land or matter which is the subject of the draft amendment shall hold a public hearing;

(b) the Minister and the Nunatsiavut Government may agree to a joint public hearing where appropriate, having regard to the subject of the draft amendment and the objections and representations that have been received with respect to it; or

(c) the Minister and the Nunatsiavut Government may agree that a public hearing can be dispensed with.

10.10.11 If a public hearing is held pursuant to subsection 10.10.10(a), the Government with jurisdiction over the land or matter which is the subject of the draft amendment shall appoint a commissioner who shall:

(a) hold public hearings at locations to be determined by the Government with jurisdiction and consider representations from any Person regarding the draft amendment;

(b) have the powers of a commissioner under the *Public Inquiries Act* for purposes of a public hearing under this part;

(c) not simultaneously be a member or an employee of a municipal or city council, a regional authority, the Province or an Inuit Government;

(d) within six months from the date of appointment or such shorter period as the Government with jurisdiction over the land or matter which is the subject of the draft amendment determines, submit a written report to that Government with respect to the draft amendment that meets the requirements of section 10.5.3; and

(e) provide a copy of the report submitted under subsection (d) to the other Government.

10.10.12 If a joint public hearing is held pursuant to subsection 10.10.10(b), the Nunatsiavut Government and the Minister shall jointly appoint a commissioner who shall:

(a) hold public hearings in the Labrador Inuit Settlement Area and other locations as jointly determined by the Minister and the Nunatsiavut Government and consider representations from any Person regarding the draft amendment;

(b) have the powers of a commissioner under the *Public Inquiries Act* for purposes of a public hearing under this part;

(c) not simultaneously be a member or an employee of a municipal or city council, a regional authority, the Province or an Inuit Government; and

(d) within six months from the date of appointment or such shorter period as the Nunatsiavut Government and the Minister may agree, submit a written report to the Minister and the Nunatsiavut Government with respect to the draft amendment that meets the requirements of section 10.5.3.

10.10.13 Following receipt of the commissioner's report referred to in subsection 10.10.11(d) or 10.10.12(d), the Government with jurisdiction over the land or matter that is the subject of the draft amendment may, in accordance with the procedures set out in the applicable Legislation or Inuit Laws, subject to this part:

(a) approve the draft amendment with or without conditions;

(b) modify the draft amendment; or

(c) reject the draft amendment,

and shall forthwith notify the other Government of the decision.

10.10.14 The Minister shall Consult the Nunatsiavut Government prior to taking any action under section 10.10.13 with respect to Water Use in Labrador Inuit Lands.

10.10.15 If, pursuant to subsection 10.10.10(c), the Minister and the Nunatsiavut Government agree that a public hearing is neither necessary nor desirable, the Land Use Plan shall be amended:

(a) with respect to the Labrador Inuit Settlement Area outside Labrador Inuit Lands and Water Use in Labrador Inuit Lands, in accordance with the procedures set out in the *Urban and Rural Planning Act, 2000*, subject to this part; and

(b) with respect to Labrador Inuit Lands, in accordance with Inuit Laws.

10.10.16 After complying with the relevant procedure referred to in section 10.10.15, the Government with jurisdiction over the land or matter that is the subject of the draft amendment may:

(a) approve the draft amendment with or without conditions;

(b) modify the draft amendment; or

(c) reject the draft amendment,

and shall forthwith notify the other Government of the decision.

10.10.17 The Minister shall Consult the Nunatsiavut Government prior to taking any action under section 10.10.16 with respect to Water Use in Labrador Inuit Lands.

10.10.18 If a draft amendment is approved under section 10.10.13 or 10.10.16 it shall be brought into effect in accordance with the procedures set out in part 10.7, making all necessary changes in points of detail.

Part 10.11 Appeals

10.11.1 A decision of the Nunatsiavut Government, the Minister or an Inuit Community Government regarding the implementation of the Land Use Plan may be appealed by a Person directly affected by the decision pursuant to the appeal provisions of the *Urban and Rural Planning Act, 2000*, and this part.

10.11.2 The Minister shall establish a board to hear appeals made under section 10.11.1 and shall appoint to the board two members from nominations provided by the Nunatsiavut Government.

10.11.3 Appeals regarding the implementation of the Land Use Plan within Labrador Inuit Lands shall be heard by a panel of three members of the Appeal Board, a majority of whom shall be members nominated by the Nunatsiavut Government.

10.11.4 For appeals regarding the implementation of the Land Use Plan in the Labrador Inuit Settlement Area outside Labrador Inuit Lands and regarding Water Use in Labrador Inuit Lands, the quorum of the Appeal Board shall include a majority of members who are residents of the Labrador Inuit Settlement Area.

10.11.5 A decision of the Appeal Board shall be final and binding, subject only to judicial review in accordance with section 10.11.6.

10.11.6 Judicial review of a decision of the Appeal Board by the Supreme Court shall be available at the motion of the appellant, the Nunatsiavut Government or the Minister.

Part 10.12 Nunatsiavut Government Jurisdiction

10.12.1 Subject to section 10.12.2, the Nunatsiavut Government may make laws in relation to:

(a) land use and the regulation of development in Labrador Inuit Lands;

(b) the acceptance, modification or rejection of the draft of the Land Use Plan referred to in section 10.5.5 as it applies to Labrador Inuit Lands;

(c) the substitution and approval of a Land Use Plan for Labrador Inuit Lands;

(d) the implementation of the Land Use Plan in Labrador Inuit Lands;

(e) the permitting of land uses in Labrador Inuit Lands which conform to the Land Use Plan;

(f) the review and amendment of the Land Use Plan as it applies to Labrador Inuit Lands; and

(g) the nomination of members of the Appeal Board.

10.12.2 The jurisdiction of the Nunatsiavut Government under section 10.12.1 does not include the jurisdiction to make laws with respect to Water Use in Labrador Inuit Lands under or in connection with the Land Use Plan. Nothing in this section derogates from the authority of the Nunatsiavut Government under part 5.4.

10.12.3 The authority of the Nunatsiavut Government to make laws in relation to the matters referred to in section 10.12.1 must be exercised in a manner consistent with this chapter and shall not amend any of the procedures set out in this chapter.

10.12.4 Subject to section 10.12.3, if there is a Conflict between an Inuit Law under section 10.12.1 and a Provincial Law, the Inuit Law prevails to the extent of the Conflict.

Part 10.13 Municipal Plans

10.13.1 Subject to section 10.13.2, Inuit Community Governments may establish and amend municipal plans in accordance with the *Urban and Rural Planning Act, 2000*.

10.13.2 Inuit Community Governments shall Consult the Minister and Nunatsiavut Government in the preparation and amendment of municipal plans.

Chapter 11: Environmental Assessment

Part 11.1 Definitions

11.1.1 In this chapter:

"Authority" means a federal or Provincial authority, or both, as the case may be, including a Minister, responsible for taking an action or making a decision pursuant to the *Canadian Environmental Assessment Act* or the *Environmental Protection Act*; and

"Follow-up Program" means a program for:

(a) verifying the accuracy of the Environmental Assessment of a Project or Undertaking; and

(b) determining the effectiveness of any measures taken to mitigate the adverse Environmental Effects of the Project or Undertaking, and may include compliance monitoring.

Part 11.2 General

11.2.1 No Project in Labrador Inuit Lands shall commence until an Environmental Assessment has been completed and all necessary permits, licences or other authorizations required for the Project to commence have been issued by the appropriate Authority, and by the Nunatsiavut Government under an Inuit Law.

11.2.2 The Parties agree to jointly take appropriate measures to avoid unnecessary overlap and duplication in the conduct of Environmental Assessments where:

(a) Projects may be subject to more than one Environmental Assessment; or

(b) Undertakings may be subject to more than one Environmental Assessment and may be expected to have adverse Environmental Effects in the Labrador Inuit Settlement Area or adverse effects on Inuit rights under the Agreement.

11.2.3 If a Project is subject to more than one Environmental Assessment, the relevant Authority and the Nunatsiavut Government shall, having regard to any harmonization measures that may have been established pursuant to section 11.2.2, negotiate an agreement or arrangement for the coordination and harmonization of the applicable Environmental Assessment processes so as to avoid unnecessary overlap and duplication while also meeting their respective decision-making needs with respect to the Project.

11.2.4 For greater certainty, and notwithstanding any harmonization measure, agreement or arrangement respecting Environmental Assessment under this chapter, each of the Nunatsiavut Government and the Authorities retains the capacity to take actions and make decisions in relation to a Project, to fund a Project and to issue permits, licenses or other authorizations in relation to a Project for matters within its legislative authority or jurisdiction.

11.2.5 Unless superseded by a harmonization measure established pursuant to section 11.2.2 or a harmonization agreement under section 11.2.3, sections 11.2.6, 11.2.7, 11.2.8 and 11.2.9 apply to a Project or to an Undertaking that may reasonably be expected to have adverse Environmental Effects in the Labrador Inuit Settlement Area or adverse effects on Inuit rights under the Agreement, as the case may be.

11.2.6 When the Nunatsiavut Government receives a registration document or an application for a Project in Labrador Inuit Lands or an application for a permit, licence or authorization in relation to a Project in Labrador Inuit Lands and the Project, in the opinion of the Nunatsiavut Government, may reasonably be expected to have adverse Environmental Effects, the Nunatsiavut Government shall give timely written notice of the Project and shall provide relevant available information on the Project and the potential adverse Environmental Effects to the Provincial Minister and to the Minister responsible for the *Canadian Environmental Assessment Act.*

11.2.7 When an Authority receives a registration document or an application for a Project or an application for a permit, licence or authorization in relation to a Project and the Project, in the opinion of the Authority, may reasonably be expected to have adverse Environmental Effects, the Authority shall give:

(a) timely written notice of the Project and shall provide relevant available information on the Project and the potential adverse Environmental Effects to the Nunatsiavut Government; and

(b) written notice of the Project to the other Authority.

11.2.8 When an Authority receives a registration document or an application for an Undertaking or an application for a permit, licence or authorization in relation to an Undertaking and the Undertaking, in the opinion of the Authority, may reasonably be expected to have adverse Environmental Effects in the Labrador Inuit Settlement Area, the Authority shall give timely written notice of the Undertaking and shall provide relevant available information on the Undertaking and the potential adverse Environmental Effects to the Nunatsiavut Government.

11.2.9 After giving or receiving a notice and information required under section 11.2.6, 11.2.7 or 11.2.8, the Nunatsiavut Government and the relevant Authority shall, before making any further determination or taking any further action in relation to the Project or Undertaking, Consult each other about:

(a) how their respective Environmental Assessment processes are to be applied; and

(b) whether any harmonization is to be pursued in relation to the Environmental Assessment of the Project or Undertaking.

11.2.10 Notwithstanding harmonization measures established pursuant to section 11.2.2 or a harmonization agreement under section 11.2.3, an Environmental Assessment of a Project shall consider and where appropriate take account of, but not be limited to, the following:

(a) the definition and scope of the Project;

(b) the scope of the assessment;

(c) the purpose of the Project, the need for the Project and alternatives to the Project;

(d) a description of the existing Environment and its relation to the Project;

(e) any Environmental Effects of the Project including the Environmental Effects of malfunctions or accidents that may occur in connection with the Project, and any cumulative Environmental Effects that are likely to occur in combination with other undertakings, projects, works or activities that have been or will be carried out;

(f) impacts in Labrador Inuit Lands and the Inuit Communities and impacts on Harvesting by Inuit, Inuit land use and Inuit rights as set out in the Agreement;

(g) the significance of the Environmental Effects and impacts referred to in subsections (e) and (f);

(h) the well-being and quality of life of residents in any community in the Labrador Inuit Settlement Area potentially affected by the Project;

(i) comments from the public;

(j) measures that are technically and economically feasible and that would Mitigate any significant adverse Environmental Effects of the Project;

(k) alternative means of carrying out the Project that are technically and economically feasible and the Environmental Effects of those alternative means;

(l) the need for and requirements of a Follow-up Program in respect of the Project;

(m) the capacity of renewable resources that are likely to be significantly affected by the Project to meet the needs of the present and those of the future;

(n) the protection of the Environment and its eco-systemic integrity;

(o) Inuit traditional knowledge; and

(p) the scope of the assessment factors referred to in subsections (c) through (o).

Part 11.3 Nunatsiavut Government Jurisdiction

11.3.1 Except as provided in section 11.3.2, the Nunatsiavut Government:

(a) may require an assessment of the Environmental Effects of a proposed undertaking, project, work or activity in Labrador Inuit Lands in relation to any approval, permit, licence or authorization it may issue under an Inuit Law; and

(b) may decide whether a proposed undertaking, project, work or activity in Labrador Inuit Lands should be allowed to proceed and, if so, on what terms and conditions.

11.3.2 The Nunatsiavut Government may require an assessment of the Environmental Effects of an undertaking, project, work or activity related to Exploration in Labrador Inuit Lands under Inuit Laws only if the undertaking, project, work or activity is subject to Environmental Assessment under the *Canadian Environmental Assessment Act* or the *Environmental Protection Act*.

11.3.3 The Nunatsiavut Government may make laws in relation to the assessment of the Environmental Effects of proposed undertakings, projects, works or activities in Labrador Inuit Lands, including laws to:

(a) establish an assessment process;

(b) mitigate adverse Environmental Effects of any undertakings, projects, works and activities in Labrador Inuit Lands that have been assessed and that are permitted to proceed;

(c) subject to section 11.3.2, establish a list of undertakings, projects, works or activities in Labrador Inuit Lands that require an assessment;

(d) subject to section 11.3.2, prescribe undertakings, projects, works and activities or classes of undertakings, projects, works and activities in Labrador Inuit Lands for which an assessment is required;

(e) authorize the making and implementation of agreements with Authorities for purposes of harmonizing the assessment process pursuant to Inuit Laws under this part with Environmental Assessment processes under federal and Provincial Legislation;

(f) prescribe Follow-up Programs in relation to undertakings, projects, works and activities in Labrador Inuit Lands; and

(g) charge fees and recover costs incurred by the Nunatsiavut Government and Inuit in relation to the assessment process and Follow-up Programs pursuant to Inuit Laws under this part.

11.3.4 If there is a Conflict between an Inuit Law under this part and the *Canadian Environmental Assessment Act* or the *Environmental Protection Act*, the *Canadian Environmental Assessment Act* or the *Environmental Protection Act* prevails to the extent of the Conflict.

Part 11.4 Inuit Environmental Assessment Process

11.4.1 If a proposed undertaking, project, work or activity in Labrador Inuit Lands requires a decision, approval, permit, licence or authorization of the Nunatsiavut Government under an Inuit Law, but does not require a decision, approval, permit, licence or authorization of an Authority, it may be assessed only under Inuit Laws.

11.4.2 If a Project in Labrador Inuit Lands requires a decision, approval, permit, licence or authorization of the Nunatsiavut Government under an Inuit Law and of an Authority, it may be assessed under Inuit Laws and shall, as applicable, be assessed under the *Canadian Environmental Assessment Act* or the *Environmental Protection Act*.

11.4.3 Upon completion of an Environmental Assessment of a Project in Labrador Inuit Lands under Inuit Laws, the Nunatsiavut Government shall provide the Provincial Authority with a report on the matters referred to in section 11.2.10.

11.4.4 Prior to making any decision or taking any action that would allow a Project in Labrador Inuit Lands to proceed, the Nunatsiavut Government shall Consult the Provincial Authority.

Part 11.5 Provincial Environmental Assessment Process

11.5.1 With respect to a Project in the Labrador Inuit Settlement Area outside Labrador Inuit Lands, the Provincial Authority shall, in addition to providing the notice and information required under section 11.2.7:

(a) Consult the Nunatsiavut Government about the Environmental Effects of the Project;

(b) Consult the Nunatsiavut Government about the best way to achieve meaningful participation of Inuit in any Environmental Assessment under the *Environmental Protection Act* if, in the opinion of the Provincial Authority, the Project may reasonably be expected to have adverse Environmental Effects in Labrador Inuit Lands or adverse effects on Inuit rights under the Agreement but nothing in this subsection derogates from section 11.5.6; and

(c) provide the Nunatsiavut Government with a report on the matters referred to in section 11.2.10 upon completion of an Environmental Assessment of the Project.

11.5.2 Prior to making any decision or taking any action that would allow a Project to proceed, the Provincial Authority shall Consult the Nunatsiavut Government.

11.5.3 If a Project in Labrador Inuit Lands is being assessed by a board, tribunal or public review panel under the *Environmental Protection Act*, the members of the board, tribunal or public review panel shall be appointed jointly by the Nunatsiavut Government and the Provincial Authority from a list composed of equal numbers of nominations by each of the Nunatsiavut Government and the Provincial Authority.

11.5.4 For purposes of section 11.5.3, one half of the members appointed to the board, tribunal or public review panel, other than the chairperson, shall be Nunatsiavut Government nominees and the chairperson shall be selected jointly by the Nunatsiavut Government and the Provincial Authority.

11.5.5 If a Provincial Authority establishes a board, tribunal or public review panel under the *Environmental Protection Act* to provide advice or make recommendations with respect to a Project in Labrador Inuit Lands, the Nunatsiavut Government shall have standing before the board, tribunal or public review panel.

11.5.6 If a Project in the Labrador Inuit Settlement Area outside Labrador Inuit Lands, is being assessed by a board, tribunal or public review panel under the *Environmental Protection Act*:

(a) the Nunatsiavut Government shall provide to the Provincial Authority a list of nominees and the Provincial Authority shall appoint to the board, tribunal or public review panel at least one member who is a nominee of the Nunatsiavut Government; and

(b) the Nunatsiavut Government shall have standing before the board, tribunal or public review panel.

11.5.7 Where a Project is proposed to be located or carried out both in Labrador Inuit Lands and in the Labrador Inuit Settlement Area outside Labrador Inuit Lands, and is being assessed by a board, tribunal or public review panel under the *Environmental Protection Act*, the Provincial Authority and the Nunatsiavut Government shall appoint the members from a list composed of nominations from the Nunatsiavut Government and the Provincial Authority, and the Nunatsiavut Government shall have standing before the board, tribunal or review panel.

11.5.8 Upon completion of an Environmental Assessment conducted by a board, tribunal or public review panel referred to in section 11.5.3, 11.5.6 or 11.5.7, the board, tribunal or public review panel shall prepare and submit a report to the Provincial Authority and the Nunatsiavut Government which shall include, but shall not be limited to:

(a) a description of the Environmental Assessment process, including provisions for public participation;

(b) a summary of any comments and recommendations from the public; and

(c) the rationale, conclusions, recommendations and where applicable, Mitigation measures and Follow-up Program requirements recommended by the board, tribunal or public review panel.

11.5.9 The Nunatsiavut Government and the Provincial Authority shall discuss the report referred to in section 11.5.8 with a view to reaching agreement on whether each of them, within their respective jurisdictions, will allow the Project to proceed and, if so, on what terms and conditions.

11.5.10 If the Nunatsiavut Government and the Provincial Authority fail to reach agreement on the matters referred to in section 11.5.9 within any time frame established by Law for taking an action or making a decision with respect to the Project, the Nunatsiavut Government and the Provincial Authority, within their respective jurisdictions, may take an action or make a decision notwithstanding section 11.5.9.

11.5.11 If, in the opinion of the Provincial Authority, an Undertaking that is subject to the *Environmental Protection Act* may reasonably be expected to have adverse Environmental Effects in the Labrador Inuit Settlement Area or adverse effects on Inuit rights under the Agreement, the Provincial Authority shall, in addition to providing the notice and information required under section 11.2.8:

(a) Consult the Nunatsiavut Government about the Environmental Assessment applicable to the Undertaking;

(b) Consult the Nunatsiavut Government about the possible participation of Inuit and the Nunatsiavut Government in that Environmental Assessment; and

(c) in any event, Consult the Nunatsiavut Government before making any decision or taking any action to allow the Undertaking to proceed.

Part 11.6 Federal Environmental Assessment Process

11.6.1 If, in the opinion of a federal Authority, a Project or an Undertaking that is subject to the *Canadian Environmental Assessment Act* may reasonably be expected to have adverse Environmental Effects in the Labrador Inuit Settlement Area or adverse effects on Inuit rights under the Agreement, the Authority shall, in addition to providing the notice and information required under sections 11.2.7 and 11.2.8, ensure that the Nunatsiavut Government:

(a) is Consulted about the Environmental Effects of the Project or Undertaking;

(b) is Consulted about the best way to achieve meaningful participation of Inuit in the Environmental Assessment; and

(c) receives the report generated as a result of the Environmental Assessment including, where applicable, the rationale, conclusions, and recommendations of the official, mediator or review panel that carried out the Environmental Assessment.

11.6.2 A federal Authority shall Consult the Nunatsiavut Government before taking any action that would allow a Project or Undertaking referred to in section 11.6.1 to proceed or making a decision to issue a permit, licence, funding, or other authorization in relation to the Project or Undertaking.

11.6.3 If Canada refers a Project or Undertaking referred to in section 11.6.1 to a review panel under the *Canadian Environmental Assessment Act*:

(a) in the case of a Project, at least one member of the review panel shall be a nominee of the Nunatsiavut Government; and

(b) in the case of an Undertaking, the members of the review panel shall be selected from a list that includes candidates nominated by the Nunatsiavut Government.

11.6.4 If Canada intends to appoint a mediator to assist in conducting an Environmental Assessment under the *Canadian Environmental Assessment Act* with respect to a Project or Undertaking referred to in section 11.6.1, the appropriate federal Authority shall Consult the Nunatsiavut Government before making the appointment.

11.6.5 The Nunatsiavut Government shall, in addition to its functions and duties in relation to the matters referred to in part 11.2 and sections 11.6.1 and 11.6.2 with respect to public reviews, be entitled to make representations to the mediator or review panel.

11.6.6 Upon completion of the mediation or of the hearings of the review panel, the mediator or review panel shall prepare and submit a report to the relevant Authorities and the Nunatsiavut Government which shall include, but shall not be limited to:

(a) a description of the Environmental Assessment process, including provisions for public participation;

(b) a summary of any comments and recommendations from the public; and

(c) the rationale, conclusions, recommendations and where applicable, Mitigation measures and Follow-up Program requirements recommended by the mediator or review panel.

Part 11.7 Monitoring

11.7.1 If a Project or an Undertaking that may reasonably be expected to have adverse Environmental Effects in the Labrador Inuit Settlement Area is allowed to proceed subject to a permit, licence or other authorization containing conditions that require Mitigation measures, the Nunatsiavut Government and the relevant Authorities, within their respective jurisdictions, shall:

(a) coordinate their responsibilities for Follow-up Programs to the extent possible; and

(b) in the exercise of their powers or the performance of their duties and functions, ensure that any Mitigation measures that they consider to be appropriate are implemented.

Chapter 12: Wildlife and Plants

Part 12.1 Definitions

12.1.1 In this chapter:

"Commercial Plant Operation" means an undertaking that Harvests Plants in the Labrador Inuit Settlement Area for commercial purposes but excludes an undertaking that Harvests less than 5,000 board feet of trees for saw logs, construction timber or pulp wood or 10 cords of firewood per annum;

"Conservation" means the management of Wildlife, Plants and Habitat, including the management of human activities in relation to them, to foster Sustainable Utilization and maintenance of natural populations, biodiversity and ecological processes;

"Immediate Family" means spouse, parent, brother, sister, child, grandchild, son-in-law or daughter-in-law;

"Inuit Commercial Wildlife Operation" means a Commercial Wildlife Operation owned by an Inuit Business;

"Inuit Harvest Level" means the quantity of a species or population of Wildlife or Plant established in accordance with part 12.4;

"Kamutet" is the plural of Kamutik;

"Kamutik" means a traditional Inuit sled consisting of two parallel wooden runners connected with wooden slats;

"Non-Migratory Species of Wildlife" means all Wildlife, other than caribou and Migratory Birds;

"Permanent Long-Term Resident" means an individual, who is not a Beneficiary, who has resided in the Labrador Inuit Settlement Area for no less than 10 consecutive years prior to November 30th 1990 and who at all times after that date is ordinarily resident in the Labrador Inuit Settlement Area and includes his or her descendants who are ordinarily resident in the Labrador Inuit Settlement Area at all times after that date;

"Precautionary Approach" means that, if there are threats of serious or irreversible damage to Wildlife or Plants, measures to prevent the reduction or loss of the Wildlife or Plants should not be postponed for lack of full scientific certainty;

"Qualified Inuit Guide" means a guide licenced by the Nunatsiavut Government under subsection 12.7.1(d);

"Subsistence" means hunting, trapping and gathering Wildlife and Plants as the primary, non-commercial means of providing food and fuel for the immediate household of the individual carrying out the hunting, trapping and gathering activity;

"Sustainable Utilization" means the use and management of Wildlife, Plants and Habitat in a manner that does not impair their natural viability in order that the needs of the present may be met without compromising the ability of future generations to meet their needs; and

"Total Allowable Harvest" means the total quantity of a species or population of Wildlife or Plant that may be lawfully Harvested.

Part 12.2 General

12.2.1 Conservation and the use of the Precautionary Approach are priorities in decision-making that relates to or directly affects Wildlife, Plants or Habitat in the Labrador Inuit Settlement Area.

12.2.2 Subject to this chapter, Inuit have the exclusive right to Harvest Wildlife and Plants in Labrador Inuit Lands.

Part 12.3 Inuit Domestic Harvest

12.3.1 Inuit have the right to Harvest Wildlife and Plants, under the terms of this chapter, throughout the Labrador Inuit Settlement Area at all times of the year, subject to:

(a) Inuit Laws under section 12.7.1;

(b) a restriction on seasons imposed for purposes of Conservation under Laws of General Application; or

(c) federal Laws on firearms control.

12.3.2 If no Total Allowable Harvest has been established under this chapter, Inuit have the right to Harvest throughout the Labrador Inuit Settlement Area up to their full level of needs for food, social and ceremonial purposes and, in the case of Plants, for the additional purposes set out in section 12.4.13.

12.3.3 If a Total Allowable Harvest for a species or population of Wildlife or Plant is established:

(a) Inuit have the right to Harvest that species or population of Wildlife or Plant within the Labrador Inuit Settlement Area up to the Inuit Harvest Level; and

(b) an Inuk has the right to Harvest the share of the Inuit Harvest Level allocated to him or her by the Nunatsiavut Government.

12.3.4 An Inuk may use any method or technology to Harvest Wildlife under the terms of this chapter if it:

(a) is humane;

(b) does not contravene a Harvesting restriction on method or technology of Harvest imposed by the Nunatsiavut Government;

(c) does not contravene Laws of General Application regarding public health or public safety; or

(d) does not result in harmful alteration to the Environment.

12.3.5 For purposes of subsections 12.3.4(a) and 12.7.1(p), a method or technology used to Harvest Wildlife is humane if it was permissible under Laws of General Application in effect on September 1st, 1999, except as otherwise provided in Legislation implementing an International Agreement respecting the Harvesting of Wildlife.

12.3.6 Inuit have the exclusive right to Harvest, throughout the Labrador Inuit Settlement Area, the Total Allowable Harvest of polar bears established by the Province or in or for Newfoundland and Labrador.

12.3.7 If, in addition to or in place of the Total Allowable Harvest referred to in section 12.3.6, a Total Allowable Harvest of polar bears is established by or for Canada, Beneficiaries are entitled to an equitable share of that Total Allowable Harvest and have the right to Harvest polar bears that may be taken in the Labrador Inuit Settlement Area or Waters Adjacent to the Zone on a representative basis. For purposes of this section "representative basis" means the ratio of Beneficiaries to the total number of:

(a) Beneficiaries; and

(b) Inuit other than Beneficiaries,

in the Labrador Inuit Settlement Area. The definition of "Inuit" in section 1.1.1 does not apply in subsection (b).

12.3.8 Inuit have the exclusive right to Harvest musk oxen throughout the Labrador Inuit Settlement Area.

12.3.9 No Person may sell Wildlife or Plants Harvested under section 12.3.2, 12.3.3 or 12.3.15 or a share of the Inuit Harvest Level under section 12.3.17 except as provided in sections 12.3.11 and 12.3.12 and under Laws of General Application.

12.3.10 Inuit have the right to give, trade, exchange or barter among themselves, and with other aboriginal individuals, any Wildlife or Plants Harvested under section 12.3.2, 12.3.3 or 12.3.15, subject to management by the Nunatsiavut Government under subsection 12.7.1(m) and sections 12.3.11, 12.3.12, 12.3.13 and 12.3.14.

12.3.11 Notwithstanding section 12.4.13, an Inuk has the right to sell trees Harvested under section 12.3.2, 12.3.3 or 12.3.15 to Inuit in the Labrador Inuit Settlement Area for purposes of firewood, subject to management by the Nunatsiavut Government under subsection 12.7.1(m).

12.3.12 Inuit have the right to sell to any Person:

(a) any non-edible product of Wildlife Harvested under section 12.3.2, 12.3.3 or 12.3.15; and

(b) any craft, tool, artwork or other cultural artifact that they produce from Plants.

12.3.13 Inuit have the right to transport outside the Labrador Inuit Settlement Area to Inuit or other aboriginal individuals any Wildlife or Plant Harvested under section 12.3.2, 12.3.3 or 12.3.15, on condition that the Wildlife or Plant so transported is identified as having been Harvested in the Inuit Domestic Harvest.

12.3.14 Notwithstanding section 12.3.13, an Inuk may be required by the Minister or the Nunatsiavut Government to obtain a permit to transport any Wildlife or Plant outside the Labrador Inuit Settlement Area, but:

(a) the permit shall be issued upon request unless good cause exists for refusing to issue the permit;

(b) the permit shall contain terms and conditions established under Laws of General Application; and

(c) any fee for the permit shall be waived.

12.3.15 An Inuk may transfer a right to Harvest under sections 12.3.2 and 12.3.3 to:

(a) that Inuk's spouse;

(b) that Inuk's parent or child;

(c) an individual to whom that Inuk stands in the position of a parent;

(d) an individual who stands in the position of a parent to that Inuk;

(e) another Inuk; or

(f) another aboriginal individual,

and the transfer must be in writing and is subject to any terms and conditions respecting transfers that are established by the Nunatsiavut Government.

12.3.16 Notwithstanding section 12.3.15, an Inuk may not transfer a right to Harvest Migratory Birds under section 12.3.2 or 12.3.3 to an individual referred to in subsection 12.3.15(f) unless that individual is qualified to Harvest under Laws of General Application.

12.3.17 An Inuk may transfer, by way of gift, trade, exchange or barter, his or her share of an Inuit Harvest Level, or any portion thereof, to any individual on condition that:

(a) the transferee is eligible to Harvest Wildlife and Plants under Laws of General Application and is subject to the same restrictions as the transferor;

(b) the transfer is subject to any terms or conditions under which the transferor's access to the share of the Inuit Harvest Level is acquired;

(c) no transfer shall be for a term, including any option for renewal, exceeding one year; and

(d) the transfer shall be made in accordance with, and subject to, Inuit Laws under part 12.7.

12.3.18 Notwithstanding section 12.3.17, an Inuk may not transfer a share of the Inuit Harvest Level for a species or population of Migratory Bird, or any portion thereof, to an individual referred to in section 12.3.17 unless the transfer:

(a) is permitted by Laws of General Application; and

(b) is made without charge.

12.3.19 An Inuk may Harvest under section 12.3.2, 12.3.3 or 12.3.15 without any form of licence, permit, or fee to Harvest Wildlife or Plants, subject to Inuit Laws under subsection 12.7.1(c).

12.3.20 The Nunatsiavut Government may negotiate agreements with Canada or the Province concerning the enforcement of Laws in respect of Wildlife or Plants.

Part 12.4 Inuit Harvest Levels

12.4.1 The Inuit Harvest Level is intended for the protection of the Inuit Domestic Harvest.

12.4.2 The Inuit Harvest Level constitutes a first demand against a Total Allowable Harvest, in accordance with this chapter.

12.4.3 The Nunatsiavut Government shall establish measures intended to ensure that the quantities of Wildlife and Plants taken in the Inuit Domestic Harvest do not exceed Inuit Harvest Levels.

12.4.4 If a Total Allowable Harvest is established for a species or population of Wildlife or Plant Harvested by Inuit in the Labrador Inuit Settlement Area, the Minister shall establish an Inuit Harvest Level for that species or population of Wildlife or Plant.

12.4.5 The Nunatsiavut Government shall:

(a) recommend the Inuit Harvest Level to the Minister; and

(b) provide the Minister the data and information on which the recommendation is based.

12.4.6 The Inuit Harvest Level shall be:

(a) as accurate a quantification as possible of the amount of a species or population of Wildlife or Plant required by Inuit for the Inuit Domestic Harvest; and

(b) based on a recommendation of the Nunatsiavut Government.

12.4.7 The Nunatsiavut Government shall base its recommendation for an Inuit Harvest Level for a species or population of Wildlife or Plant on all relevant information available to it, including:

(a) any data, including Inuit traditional knowledge, that may be compiled on an ongoing basis with respect to the Inuit Domestic Harvest by the Nunatsiavut Government;

(b) historical data;

(c) any data that may be compiled on an ongoing basis by Inuit Government during its monitoring of the Inuit Domestic Harvest; and

(d) information on variations in the availability and accessibility of the species or population of Wildlife or Plant.

12.4.8 Subject to section 12.4.9, the Minister shall establish the Inuit Harvest Level recommended by the Nunatsiavut Government.

12.4.9 If the Minister determines that a recommendation referred to in section 12.4.5 is not supported by the information referred to in section 12.4.7, the Minister may, after Consulting the Nunatsiavut Government for the purpose of attempting to reach agreement on the Inuit Harvest Level, establish an Inuit Harvest Level that differs from the Inuit Harvest Level recommended by the Nunatsiavut Government. The Minister shall give to the Nunatsiavut Government, on a timely basis, the reasons in writing if the Minister establishes an Inuit Harvest Level that differs from the Inuit Harvest Level recommended by the Nunatsiavut Government unless agreement on the Inuit Harvest Level has been achieved through Consultation.

12.4.10 The Consultation referred to in section 12.4.9 may be terminated by the Minister 90 clear days from the date that Consultation is initiated if, in that time, the Consultation has failed to result in agreement.

12.4.11 If, after having been requested to make a recommendation under section 12.4.5, the Nunatsiavut Government fails to do so, the Minister may establish the Inuit Harvest Level for a species or population of Wildlife or Plant after Consulting the Nunatsiavut Government for the purpose of attempting to reach agreement on the Inuit Harvest Level.

12.4.12 The Consultation referred to in section 12.4.11 may be terminated by the Minister 30 clear days from the date that Consultation is initiated if, in that time, the Consultation has failed to result in agreement.

12.4.13 The recommendation by the Nunatsiavut Government of an Inuit Harvest Level for a species or population of Plant and the establishment by the Minister of an Inuit Harvest Level for a species or population of Plant shall provide for Inuit needs with respect to Plants for all purposes other than commercial purposes, including:

(a) food;

(b) firewood;

(c) construction of Aullâsimavet;

(d) construction of boats and Kamutet;

(e) personal house construction and domestic purposes;

(f) cultural and medicinal uses;

(g) wharves, fishing stages and slipways;

(h) uses incidental to Harvesting;

(i) construction for Inuit Community purposes, such as community halls and the fencing of cemeteries and parks; and

(j) poles.

12.4.14 The recommendation by the Nunatsiavut Government of an Inuit Harvest Level for a species or population of Plant and the establishment by the Minister of an Inuit Harvest Level for a species or population of Plant shall also provide for Inuit needs with respect to Plants for crafts, tools, artwork and other cultural artifacts for all purposes, including commercial purposes.

12.4.15 Subject to this chapter, if a Total Allowable Harvest for a species or population of Wildlife or Plant exceeds the Inuit Harvest Level for the species or population of Wildlife or Plant, the surplus may be allocated by the Minister.

12.4.16 If the Minister decides to allocate a portion of the surplus referred to in section 12.4.15 for commercial purposes, the Minister shall do so in accordance with this part.

12.4.17 After Consulting the Torngat Wildlife and Plants Co-Management Board and the owners or operators of Commercial Wildlife Operations existing on the Effective Date, the Minister shall establish and cap the total amount of a species or population of Wildlife other than Migratory Birds that may be taken annually at or from those Commercial Wildlife Operations.

12.4.18 If the Minister varies or rejects the advice or recommendation of the Torngat Wildlife and Plants Co-Management Board in relation to section 12.4.17, the Minister shall give the reasons, in writing, for the decision if the Torngat Wildlife and Plants Co-Management Board so requests.

12.4.19 The amount of a species or population of Wildlife established under section 12.4.17 is subject to section 12.4.2, and the share or allocation of that amount that may be taken annually at or from a Commercial Wildlife Operation shall not be transferred to a third party separately from a transfer of the Commercial Wildlife Operation.

12.4.20 If the total amount of a species or population of Wildlife, other than Migratory Birds, available for Commercial Wildlife Operations exceeds the number established under section 12.4.17, the Minister shall allocate to the Nunatsiavut Government, on a priority basis, a quantity of Wildlife required to support the establishment and continued operation of Inuit Commercial Wildlife Operations.

12.4.21 Any unused portion of the numbers allocated under sections 12.4.17 and 12.4.20 may be reallocated by the Minister.

Part 12.5 Limitations on the Inuit Domestic Harvest

12.5.1 The exercise by an individual of rights in the Inuit Domestic Harvest is subject to sections 12.5.3 through 12.5.6 and Laws of General Application respecting public health or public safety.

12.5.2 The quantity of Wildlife or Plants that may be Harvested in the Inuit Domestic Harvest shall not be restricted to an amount less than the Inuit Harvest Level, except in accordance with this part.

12.5.3 If, for a species or population of Wildlife or Plant in the Labrador Inuit Settlement Area for which a Total Allowable Harvest is established, the Total Allowable Harvest is less than the Inuit Harvest Level, all Recreational Hunting, Commercial Plant Operations and Harvesting of Wildlife and Plants by Persons other than Inuit and an aboriginal people referred to in section 12.5.5 in the Labrador Inuit Settlement Area directed at that species or population of Wildlife or Plant shall be closed and, subject to section 12.5.5, the Minister shall allocate the Total Allowable Harvest to Inuit.

12.5.4 If, after a Total Allowable Harvest has been established for a species or population of Wildlife or Plant in the Labrador Inuit Settlement Area, that Total Allowable Harvest is reduced for a period of time to a quantity that is less than the Inuit Harvest Level, all Recreational Hunting, Commercial Plant Operations and Harvesting of Wildlife and Plants by Persons other than Inuit and an aboriginal people referred to in section 12.5.5 in the Labrador Inuit Settlement Area directed at that species or population of Wildlife or Plant shall be closed for that period and, subject to section 12.5.5, the Minister shall allocate the Total Allowable Harvest to Inuit.

12.5.5 If an aboriginal people of Canada, other than Inuit, has an aboriginal or treaty right in the Labrador Inuit Settlement Area with respect to a species or population of Wildlife or Plant to which section 12.5.3 or 12.5.4 applies, the Minister shall, prior to making any allocation of that species or population of Wildlife or Plant, Consult the Nunatsiavut Government and determine an equitable allocation of the Total Allowable Harvest for Inuit.

12.5.6 In circumstances referred to in sections 12.5.3 and 12.5.4, the Nunatsiavut Government shall, at the request of the Minister, make a portion of the Inuit Harvest Level available to Permanent Long-Term Residents who are eligible to receive licences to Harvest under Laws of General Application to provide them an opportunity to meet their Subsistence needs. The share of the Inuit Harvest Level to be made available further to a request under this section is in the sole discretion of the Nunatsiavut Government. The Nunatsiavut Government shall provide to each individual permitted to Harvest under this section documentation that specifies the species or population and the quantity of that species or population that may be taken.

12.5.7 If the quantity of a species or population of Wildlife or Plant that may be taken in the Inuit Domestic Harvest is restricted under this part to an amount that is less than the Inuit Harvest Level in respect of that species or population, the Nunatsiavut Government shall use that lesser amount as a Conservation limit and if the Nunatsiavut Government allocates a portion of the Inuit Harvest Level to an Inuk, it shall provide that Inuk with documentation that specifies the species or population of Wildlife or Plant that may be Harvested and the quantity that may be Harvested by that Inuk.

12.5.8 Notwithstanding section 12.3.19, if the quantity of a species or population of Wildlife or Plant that may be taken in the Inuit Domestic Harvest is restricted to an amount that is less than the Inuit Harvest Level for that species or population of Wildlife or Plant, an Inuk may be required to obtain a licence or permit from the Nunatsiavut Government to participate in the Inuit Domestic Harvest for that species or population of Wildlife or Plant.

12.5.9 If quotas are established with respect to any species or population of Wildlife or Plant and those quotas are managed by means of the issuance of licences or permits, those licences or permits assigned to or for Inuit shall be issued to the Nunatsiavut Government which may allocate and reissue the quotas under subsections 12.7.1(b) and 12.7.1(c).

12.5.10 An Inuk shall supply to the Nunatsiavut Government any information regarding Harvesting activities or Harvesting related activities that Laws of General Application require Non-Beneficiaries who Harvest Wildlife and Plants to supply in comparable circumstances.

Part 12.6 Emergencies

12.6.1 Nothing in this chapter shall be construed to prevent an individual from killing Wildlife or taking Plants for survival in an emergency.

12.6.2 Subject to section 12.6.3, an individual who kills Wildlife or takes a Plant under section 12.6.1 may use that Wildlife or Plant for personal use and consumption only.

12.6.3 An individual who kills a polar bear or musk ox under circumstances referred to in section 12.6.1 shall deliver the skin to the Nunatsiavut Government if it is practicable to do so.

12.6.4 Section 12.6.1 shall not be construed as providing lawful excuse under a Law to a Person who kills Wildlife or takes a Plant as a result of negligence, mismanagement or wilful misconduct.

Part 12.7 Nunatsiavut Government Powers and Authorities

12.7.1 The Nunatsiavut Government may make laws in relation to the following matters:

(a) the establishment of the Total Allowable Harvest for polar bears in the Labrador Inuit Settlement Area, but the Total Allowable Harvest established by the Nunatsiavut Government shall not exceed the aggregate of the Total Allowable Harvest referred to in section 12.3.6 and the share of the Total Allowable Harvest referred to in section 12.3.7;

(b) the allocation among Inuit, Inuit Communities, Inuit families and Aullâsimavet of the Inuit Harvest Level and other allocations or quantities of Wildlife or Plants to which Inuit and the Nunatsiavut Government are entitled under this chapter;

(c) the issuing of licences, permits or other authorizations to Harvest the Inuit Harvest Level and other allocations or quantities of Wildlife or Plants to which Inuit and the Nunatsiavut Government are entitled under this chapter and the establishment of terms and conditions applicable to those licences, permits and authorizations, including the imposition of fees;

(d) the licencing by the Nunatsiavut Government of Inuit who act as guides in the Labrador Inuit Settlement Area, but Inuit licenced to be guides must also satisfy the qualifications for guides established under Provincial Legislation;

(e) subject to sections 12.3.16 and 12.3.18, the transfer of rights to participate in the Inuit Domestic Harvest under section 12.3.15 and the transfer of shares of the Inuit Harvest Levels under section 12.3.17;

(f) the Harvesting of Plants in, and the forestation and reforestation of, Labrador Inuit Lands and the management of Harvesting by Inuit of Plants in the Labrador Inuit Settlement Area outside Labrador Inuit Lands;

(g) subject to the Land Use Plan, the establishment of individual, family or group territories or areas for Harvesting by Inuit of Wildlife and Plants in Labrador Inuit Lands;

(h) the collection and publication of Inuit traditional knowledge with respect to Wildlife, Plants and Habitat;

(i) programs and measures established by Inuit Government to promote the maintenance and development of Harvesting and survival skills among Inuit;

(j) the management and administration of Inuit rights related to Wildlife, Plants and Habitat under this chapter;

(k) the resolution of disputes among Inuit with respect to the Harvesting of Wildlife and Plants;

(l) except when otherwise provided in this chapter, the regulation of Harvesting of Wildlife in Labrador Inuit Lands and the management of the Inuit Domestic Harvest in the Labrador Inuit Settlement Area outside Labrador Inuit Lands;

(m) subject to sections 12.3.9, 12.3.13 and 12.3.14, the management of all aspects of the exchange, trade or barter of Wildlife or Plants Harvested by Inuit;

(n) the monitoring of Harvesting by Inuit of Wildlife and Plants in accordance with relevant management measures;

(o) the provision of the documentation referred to in section 12.5.7 to each Inuk and transferee;

(p) the management of all aspects of commercial Harvesting of Furbearers in Labrador Inuit Lands, subject to Laws of General Application respecting seasons, quotas, humane trapping and the sale of furs; and

(q) the hiring of guides by Commercial Wildlife Operations in Labrador Inuit Lands.

12.7.2 The Nunatsiavut Government may make laws in relation to the following matters:

(a) the quantities of Plants that may be Harvested in Labrador Inuit Lands; and

(b) access to Labrador Inuit Lands and to Wildlife and Plants in Labrador Inuit Lands by third parties having rights and interests referred to in sections 12.7.9, 12.10.1, 12.12.2, 12.13.6 and 12.13.7.

12.7.3 An Inuit Law with respect to a matter referred to in section 12.7.2 other than a matter involving Migratory Birds must be submitted promptly to the Provincial Minister and if the Minister disallows the Inuit Law within 60 clear days from the date of its receipt, the Inuit Law shall be of no force or effect.

12.7.4 If the Provincial Minister disallows an Inuit Law under section 12.7.3 the Minister shall give the Nunatsiavut Government the reasons for the decision in writing.

12.7.5 If there is a Conflict between an Inuit Law under section 12.7.1 or an Inuit Law under section 12.7.2 that has not been disallowed under section 12.7.3, and a Law of General Application in relation to Conservation including the *Migratory Birds Convention Act, 1994*, or public health or public safety, including firearms Legislation, the Law of General Application prevails to the extent of the Conflict.

12.7.6 If there is a Conflict between an Inuit Law under section 12.7.1 or an Inuit Law under section 12.7.2 that has not been disallowed under section 12.7.3 and a federal or Provincial Law, other than one referred to in section 12.7.5, the Inuit Law prevails to the extent of the Conflict.

12.7.7 The Nunatsiavut Government may defend and preserve Inuit rights under this chapter and provide active support to Inuit in the exercise of their rights under this chapter.

12.7.8 The Nunatsiavut Government shall:

(a) inform the Torngat Wildlife and Plants Co-Management Board on a timely basis about its proposed measures for the Inuit Domestic Harvest; and

(b) provide to the Torngat Wildlife and Plants Co-Management Board on a timely basis all information about the measures established by it for the Inuit Domestic Harvest.

12.7.9 A Permanent Long-Term Resident who is eligible under Laws of General Application to Harvest Wildlife and Plants shall be issued a permit by the

Nunatsiavut Government to Harvest Wildlife and Plants in specified locations in Labrador Inuit Lands and in accordance with Inuit Laws if:

(a) the Permanent Long-Term Resident can demonstrate to the satisfaction of the Nunatsiavut Government that the Permanent Long-Term Resident has traditionally Harvested and currently Harvests Wildlife and Plants in specified locations within Labrador Inuit Lands for Subsistence purposes; and

(b) it would be unreasonable for the Permanent Long-Term Resident to Harvest Wildlife and Plants in areas outside Labrador Inuit Lands.

12.7.10 A decision of the Nunatsiavut Government under section 12.7.9 is final and binding and not subject to appeal.

12.7.11 Notwithstanding section 12.7.10, judicial review of a decision of the Nunatsiavut Government under section 12.7.9 shall be available at the motion of a Permanent Long-Term Resident personally affected by the decision.

12.7.12 The Nunatsiavut Government shall provide to each individual having a right to Harvest Wildlife or Plants in the Inuit Domestic Harvest documentation that specifies:

(a) that the individual has a right to Harvest Wildlife or Plants in the Inuit Domestic Harvest;

(b) the species or population that may be Harvested; and

(c) the quantity of the species or population that may be Harvested.

12.7.13 The Nunatsiavut Government shall provide to each individual permitted to Harvest under section 12.7.9 documentation that specifies the areas in Labrador Inuit Lands to which that individual has a right of access.

12.7.14 No Person other than an Inuk may Harvest on Labrador Inuit Lands unless that Person is:

(a) the holder of a valid permit issued by the Nunatsiavut Government, including a permit referred to in section 12.7.9;

(b) a client, patron or guest of a Commercial Wildlife Operation in Labrador Inuit Lands referred to in section 12.10.1;

(c) a Person acting under a lease, licence or permit referred to in section 12.12.2;

(d) an individual referred to in subsections 12.10.22(b), (c) and (d);

(e) Harvesting under section 12.13.6; or

(f) acting in accordance with subsection 12.13.9(a).

Part 12.8 Torngat Wildlife and Plants Co-Management Board

12.8.1 On the Effective Date, there shall be established a public body known as the Torngat Wildlife and Plants Co-Management Board.

12.8.2 The Torngat Wildlife and Plants Co-Management Board shall consist of seven members, including the chairperson, to be appointed as follows:

(a) the chairperson shall be nominated by the members referred to in subsections (b), (c) and (d) and appointed by the Provincial Minister;

(b) three members shall be appointed by the Nunatsiavut Government;

(c) two members shall be appointed by the Provincial Minister; and

(d) one member shall be appointed by the federal Minister.

12.8.3 If the members referred to in subsections 12.8.2(b), 12.8.2(c) and 12.8.2(d) fail to agree on the nomination of the chairperson within 60 clear days from the commencement of discussions, the appointment shall be made by the Chief Justice.

12.8.4 For purposes of section 12.8.3, discussions shall be deemed to have commenced when all members of the Torngat Wildlife and Plants Co-management Board referred to in subsections 12.8.2(b), 12.8.2(c) and 12.8.2(d) have been first appointed and thereafter:

(a) 90 clear days prior to the expiration of the term of office of an incumbent chairperson; or

(b) on the date of receipt by the Torngat Wildlife and Plants Co-Management Board of notice of the death, resignation or termination of appointment of the incumbent chairperson.

12.8.5 Each member of the Torngat Wildlife and Plants Co-Management Board:

(a) shall be appointed to hold office during good behaviour for a term of four years, but upon the initial establishment of the Torngat Wildlife and Plants Co-Management Board one member appointed by the Nunatsiavut Government, one member appointed by the federal Minister and one member appointed by the Provincial Minister shall be appointed to hold office for a term of two years, and the remaining members, including the chairperson, shall be appointed to hold office for a term of four years;

(b) may be reappointed to office;

(c) shall, before assuming office, take and subscribe an oath in the form set out in schedule 12-A before an officer authorized by Law to administer oaths;

(d) shall be remunerated at a fair and reasonable level determined by the Parties;

(e) shall be reimbursed travelling and living expenses incurred in the performance of the member's duties, at a level consistent with guidelines agreed to by the Parties; and

(f) shall be subject to such rules relating to conflict of interest as may be agreed among the Parties from time to time but no member shall be considered to be in a position of conflict of interest or to be biased solely because the member is an Inuk or a public servant.

12.8.6 The chairperson may be removed from office for cause by agreement of the Parties.

12.8.7 A member of the Torngat Wildlife and Plants Co-Management Board other than the chairperson may be removed from office for cause at any time by the Government that appointed the member.

12.8.8 No member of the Torngat Wildlife and Plants Co-Management Board shall be a delegate of the Government that appointed the member.

12.8.9 Subject to section 12.8.14, each member of the Torngat Wildlife and Plants Co-Management Board has the right to participate fully in all deliberations and decisions of the Torngat Wildlife and Plants Co-Management Board.

12.8.10 A vacancy in the membership of the Torngat Wildlife and Plants Co-Management Board, excluding the chairperson, shall be filled within 30 clear days by a replacement member appointed by the Government that made the original appointment. A vacancy in the position of the chairperson shall be filled in the manner set out in subsection 12.8.2(a) and section 12.8.3.

12.8.11 A quorum of the Torngat Wildlife and Plants Co-Management Board shall be the chairperson, two members appointed by the Nunatsiavut Government and one member appointed by each of the federal Minister and the Province.

12.8.12 Subject to section 12.8.13, all decisions of the Torngat Wildlife and Plants Co-Management Board shall be arrived at by consensus of the members.

12.8.13 If, in the opinion of the chairperson, a decision of the Torngat Wildlife and Plants Co-Management Board cannot be decided by consensus after reasonable efforts have been made to achieve consensus, the chairperson may declare that the decision shall be decided by a vote in accordance with section 12.8.14.

12.8.14 If a decision of the Torngat Wildlife and Plants Co-Management Board is decided by vote, the decision shall be decided by a majority of votes cast and the chairperson shall vote only in order to break a tie. In the event of a decision by vote, a member in the minority may file a report that shall be appended to the decision.

12.8.15 The Torngat Wildlife and Plants Co-Management Board may request that a public servant, to be designated by Government, provide information and advice to it or attend its meetings for that purpose and the request shall not be unreasonably denied.

12.8.16 A member of the Torngat Wildlife and Plants Co-Management Board may invite non-voting observers or advisors to attend meetings of the Torngat Wildlife and Plants Co-Management Board in order to provide that member with assistance or advice, and a Party may have non-voting advisors and observers attend meetings of the Torngat Wildlife and Plants Co-Management Board.

12.8.17 The Torngat Wildlife and Plants Co-Management Board may pay the costs of an individual referred to in section 12.8.15 and the costs of each non-voting advisor or observer referred to in section 12.8.16 shall be paid by the inviting member or the Party sending that advisor or observer.

12.8.18 The Torngat Wildlife and Plants Co-Management Board shall submit an annual budget to the Parties for review and approval.

12.8.19 The Parties shall negotiate the funding of the operations of the Torngat Wildlife and Plants Co-Management Board as part of the Implementation Plan.

12.8.20 The Torngat Wildlife and Plants Co-Management Board shall conduct its business in Inuktitut and in one of Canada's official languages but the Nunatsiavut Government may, from time to time, waive the requirement that business be conducted in Inuktitut.

12.8.21 Inuit may use Inuktitut in all their dealings with the Torngat Wildlife and Plants Co-Management Board.

12.8.22 All resolutions, decisions, rules, recommendations and advice of the Torngat Wildlife and Plants Co-Management Board shall be made available in Inuktitut.

12.8.23 The obligations of the Torngat Wildlife and Plants Co-Management Board under sections 12.8.20, 12.8.21 and 12.8.22 may be met through interpretation and translation.

12.8.24 Communication from the Torngat Wildlife and Plants Co-Management Board:

(a) to Canada shall be in one of Canada's official languages;

(b) to the Province shall be in English; and

(c) to the Nunatsiavut Government shall be in English and, at the request of the Nunatsiavut Government, in Inuktitut.

12.8.25 The Torngat Wildlife and Plants Co-Management Board may make rules respecting the management of its internal affairs and the conduct of its business.

Part 12.9 Powers and Responsibilities of the Torngat Wildlife and Plants Co-Management Board

12.9.1 Subject to the Agreement, the Torngat Wildlife and Plants Co-Management Board has the following powers and responsibilities with respect to the Conservation and management of Wildlife, Plants and Habitat in the Labrador Inuit Settlement Area:

(a) subject to section 12.9.4, to establish, when necessary, Total Allowable Harvests for Non-Migratory Species of Wildlife and for Plants and to modify or eliminate those Total Allowable Harvests;

(b) to recommend to the Minister, Conservation and management measures for Wildlife, Plants and Habitat in the Labrador Inuit Settlement Area, including:

(i) Total Allowable Harvests for caribou and migratory game birds as defined in the *Migratory Birds Convention Act, 1994*;

(ii) the allocations under sections 12.4.17, 12.4.20 and 12.4.21;

(iii) Harvesting restrictions;

(iv) the establishment of new Commercial Wildlife Operations and measures respecting the commercial exploitation of Wildlife, including commercial Harvesting of Furbearers, the issuance of licences to Harvest Furbearers and the non-consumptive uses of Wildlife for commercial purposes;

(v) research respecting the Conservation and management of Wildlife, Plants and Habitat;

(vi) the establishment of Protected Areas for Wildlife, Plants and Habitat and the activities that may be carried out in those areas;

(vii) the activities that may be carried out in areas of important biological productivity;

(viii) matters related to species or populations at risk;

(ix) plans for forestation and reforestation and restocking or propagation of Wildlife and Plants;

(x) the establishment of new Commercial Plant Operations and measures respecting commercial exploitation of Plants, including non-consumptive uses of Plants for commercial purposes and measures to manage Commercial Plant Operations;

(xi) measures to permit and control the use of pesticides, chemicals or methods of biological control in connection with Plants or for purposes of pest and disease control;

(xii) measures for forest fire prevention and forest fire fighting and all related matters; and

(xiii) the coordination or harmonization of the management of Wildlife, Plants and Habitat;

(c) subject to chapter 11, to participate in Environmental Assessment processes and to recommend to the Minister and the Nunatsiavut Government measures to monitor impacts of Projects and Undertakings on Wildlife, Plants and Habitat;

(d) if approved by the Minister and the Nunatsiavut Government, to implement measures to monitor impacts of Projects and Undertakings on Wildlife, Plants and Habitat; and

(e) to recommend to the Minister and the Nunatsiavut Government measures for the timely collection, analysis and sharing of data and information relevant to the implementation of Inuit rights under this chapter and to the Conservation and Sustainable Utilization of Wildlife, Plants and Habitat.

12.9.2 If requested by the Minister, the Torngat Wildlife and Plants Co-Management Board may make recommendations with respect to the coordination or harmonization of measures for the management of Wildlife, Plants and Habitat in the Labrador Inuit Settlement Area and areas outside the Labrador Inuit Settlement Area.

12.9.3 The Torngat Wildlife and Plants Co-Management Board may, within its budget:

(a) provide advice to Ministers and the Nunatsiavut Government on matters related to the Conservation and management of Wildlife, Plants and Habitat in the Labrador Inuit Settlement Area, including advice on:

(i) Mitigation measures and compensation to be required from Developers whose Development activities result in damage to or loss of Wildlife, Plants or Habitat; and

(ii) education and information respecting Wildlife, Plants and Habitat and the training of Inuit for Wildlife and Plant Conservation, management and research;

(b) develop and undertake public education and promote public awareness with respect to Wildlife, Plants and Habitat in the Labrador Inuit Settlement Area;

(c) develop plans for the training and employment of Inuit in the Conservation of Wildlife, Plants and Habitat in the Labrador Inuit Settlement Area;

(d) at the request of the Minister or the Nunatsiavut Government, whichever has jurisdiction in the particular case, and subject to funding specifically provided by the Party making the request, develop and undertake research activities related to Wildlife, Plants and Habitat in the Labrador Inuit Settlement Area;

(e) seek the views and advice of the public on matters related to its powers and functions under this chapter in a manner that avoids duplication of similar activities by the Governments and their agencies;

(f) provide advice to the Minister regarding the integration into decision-making about Wildlife, Plants and Habitat in the Labrador Inuit Settlement Area of relevant, accessible, Inuit traditional knowledge; and

(g) exercise any other powers and perform any other functions delegated to it by agreement of the Parties.

12.9.4 A decision of the Torngat Wildlife and Plants Co-Management Board establishing a Total Allowable Harvest under subsection 12.9.1(a) shall be communicated forthwith to the Minister and may be disallowed or varied by the Minister.

12.9.5 If the Minister disallows or varies a decision of the Torngat Wildlife and Plants Co-Management Board under subsection 12.9.1(a), the Minister shall give the Board the reasons, in writing, for the disallowance or variance of its decision.

12.9.6 A recommendation made by the Torngat Wildlife and Plants Co-Management Board under subsection 12.9.1(b) or section 12.9.2 must be in writing.

12.9.7 The Minister shall:

(a) approve the recommendation under subsection 12.9.1 (b) or section 12.9.2 and notify the Torngat Wildlife and Plants Co-Management Board in writing; or

(b) reject, vary or replace the recommendation and give the Board the reasons, in writing, for the rejection, variance or replacement of its recommendation.

12.9.8 The Torngat Wildlife and Plants Co-Management Board shall not make public a decision under subsection 12.9.1(a) or a recommendation under subsection 12.9.1(b) or section 12.9.2 until after it has been dealt with by the Minister under section 12.9.4 or 12.9.7, as the case may be.

12.9.9 For emergency purposes related to Conservation, public health or public safety, the Minister may make and implement any interim decision with respect to a matter over which the Torngat Wildlife and Plants Co-Management Board has a power or function under section 12.9.1 or 12.9.2 before having received its decision or recommendation under section 12.9.1 or 12.9.2, but the Minister shall inform the Torngat Wildlife and Plants Co-Management Board and the other two Governments of the action within seven clear days from the date of the decision and as soon as practicable thereafter seek the advice of the Torngat Wildlife and Plants Co-Management Board before making a final decision.

12.9.10 If the Torngat Wildlife and Plants Co-Management Board intends to establish or vary a Total Allowable Harvest for a species or population of Wildlife or Plant under subsection 12.9.1(a) it shall, prior to establishing the Total Allowable Harvest, Consult the Nunatsiavut Government.

12.9.11 If the Minister intends to allow the importation or transplantation of a species or population of Wildlife or Plant that is not indigenous to the Labrador Inuit Settlement Area, the Minister shall Consult the Torngat Wildlife and Plants Co-Management Board before making the decision and if the Minister rejects or varies its recommendation or advice, the Minister shall give the Torngat Wildlife and Plants Co-Management Board the reasons for the decision, in writing, if it so requests.

12.9.12 The Minister or the Nunatsiavut Government may request advice from the Torngat Wildlife and Plants Co-Management Board on a matter related to Wildlife, Plants or Habitat.

12.9.13 In discharging any of its duties or in exercising any of its powers under section 12.9.1 in good faith, the Torngat Wildlife and Plants Co-Management Board is not liable to any Person for any loss or damage howsoever occurring.

Part 12.10 Commercial Harvesting of Wildlife

12.10.1 Subject to sections 12.4.17, 12.10.2 and 12.10.3 and subsection 12.7.2(b), Commercial Wildlife Operations existing on the Effective Date are subject to Laws of General Application.

12.10.2 The Minister shall not, without the consent of the Nunatsiavut Government, permit the owner or operator of a Commercial Wildlife Operation referred to in section 12.10.1 that is located in Labrador Inuit Lands to expand beyond the maximum guest capacity or hunting quota that existed on the Effective Date or to change the nature of the operation.

12.10.3 If the owner, including any future or subsequent owner, of a Commercial Wildlife Operation existing on the Effective Date intends to sell or transfer the operation after the Effective Date, the Nunatsiavut Government shall have a right of first refusal to acquire the operation.

12.10.4 The exercise of the right of first refusal referred to in section 12.10.3 is governed by schedule 12-B.

12.10.5 Section 12.10.3 does not apply to the following:

(a) a sale or transfer to Persons holding rights or options to purchase on the Effective Date;

(b) a renewal of the lease or permit and a renewal of an outfitting licence;

(c) an incorporation of the operation or a corporate reorganization that does not, directly or indirectly, affect the ownership of the operation or constitute a sale or transfer of all or part of the operation; or

(d) a sale or transfer to a member of the owner's Immediate Family who is eligible to continue the operation under Laws of General Application.

12.10.6 If the Nunatsiavut Government does not exercise its right of first refusal under section 12.10.3, the owner of the Commercial Wildlife Operation shall be free to sell or transfer the operation to another Person on condition that any terms and conditions that the owner offers to or is willing to accept from another Person shall not be more favourable than any terms and conditions that the owner offered to the Nunatsiavut Government.

12.10.7 The Nunatsiavut Government shall not deny or unreasonably restrict access to Labrador Inuit Lands by Commercial Wildlife Operations existing in Labrador Inuit Lands on the Effective Date.

12.10.8 A Dispute under section 12.10.7 between the owner or operator of a Commercial Wildlife Operation referred to in section 12.10.1 and the Nunatsiavut Government shall be referred to dispute resolution under chapter 21.

12.10.9 Subject to section 12.10.1 the Nunatsiavut Government has the exclusive right to authorize Commercial Wildlife Operations in Labrador Inuit Lands and, notwithstanding any other provision of the Agreement, with respect to Inuit rights under sections 12.3.6 and 12.3.7. Nothing in this section confers any authority on the Nunatsiavut Government with respect to renewals of authorizations that may be required by Commercial Wildlife Operations referred to in section 12.10.1.

12.10.10 Subject to this chapter, all Commercial Wildlife Operations authorized in Labrador Inuit Lands after the Effective Date shall be subject to Inuit Laws.

12.10.11 The Minister shall Consult the Nunatsiavut Government before authorizing the establishment of a Commercial Wildlife Operation in the Labrador Inuit Settlement Area outside Labrador Inuit Lands and shall, if the Nunatsiavut Government so requests, provide the reasons, in writing, for any advice or recommendation of the Nunatsiavut Government that is varied or rejected.

12.10.12 Except as otherwise provided in this chapter, all Commercial Wildlife Operations in the Labrador Inuit Settlement Area outside Labrador Inuit Lands shall be subject to Laws of General Application and the Agreement.

12.10.13 Licences or permits for the establishment of Commercial Wildlife Operations in the Labrador Inuit Settlement Area outside Labrador Inuit Lands issued after the Effective Date shall be issued by the Minister preferentially, taking into account recommendations of the Torngat Wildlife and Plants Co-Management Board under clause 12.9.1(b)(iv), to applications for such licences or permits that are likely to provide direct benefit to the economy of the Labrador Inuit Settlement Area, particularly through employment of Inuit and other individuals resident in the Labrador Inuit Settlement Area.

12.10.14 The Nunatsiavut Government has a right of first refusal to establish Commercial Wildlife Operations in the Labrador Inuit Settlement Area outside Labrador Inuit Lands.

12.10.15 The exercise of the right of first refusal referred to in section 12.10.14 is governed by schedule 12-C.

12.10.16 Notwithstanding section 12.10.14, an Inuit Business has the same right as any other Person to apply to establish a Commercial Wildlife Operation in the Labrador Inuit Settlement Area outside Labrador Inuit Lands.

12.10.17 If the Nunatsiavut Government does not exercise its right of first refusal referred to in section 12.10.14, or if the right of first refusal is exercised but the Nunatsiavut Government fails, without just cause, to establish a new Commercial Wildlife Operation within two years of notifying the Minister of its intention to exercise the right of first refusal pursuant to paragraph 3 of schedule 12-C, the Minister may declare that the right of first refusal of the Nunatsiavut Government has lapsed and the opportunity to establish a new Commercial Wildlife Operation may then be made available in accordance with paragraph 9 of schedule 12-C.

12.10.18 Commercial Wildlife Operations shall hire Qualified Inuit Guides subject to sections 12.10.19 and 12.10.20.

12.10.19 Guiding staff employed by Commercial Wildlife Operations on the Effective Date may continue their employment notwithstanding any temporary or seasonal layoff.

12.10.20 The requirements of section 12.10.18 shall be waived by the Nunatsiavut Government if no Qualified Inuit Guide is available.

12.10.21 An individual who hunts or fishes at or from a Commercial Wildlife Operation and who kills Wildlife or Fish in the Labrador Inuit Settlement Area shall give to his or her Qualified Inuit Guide all parts of any Wildlife or Fish that are not retained by the individual.

12.10.22 Except as provided in section 12.10.23 no Person may obtain a licence to Harvest Furbearers in the Labrador Inuit Settlement Area for commercial purposes unless that Person is:

(a) an Inuk;

(b) an individual resident in the Labrador Inuit Settlement Area who holds a commercial trapping licence on the Effective Date;

(c) an individual resident in Labrador who held a commercial trapping licence on June 25, 2001 and who traditionally trapped in the Labrador Inuit Settlement Area; or

(d) an individual other than an Inuk having rights to Harvest Furbearers for commercial purposes in the Labrador Inuit Settlement Area under a land claims agreement.

A Person referred to in subsection (b) or (c) may Harvest Furbearers in Labrador Inuit Lands without the consent of the Nunatsiavut Government and without payment of any fee, charge or rent for access to Labrador Inuit Lands.

12.10.23 The Minister may issue a licence to Harvest Furbearers to an individual other than one referred to in subsection 12.10.22(a), 12.10.22(b) or 12.10.22(c) if the Torngat Wildlife and Plants Co-Management Board has recommended the issuance of licences in addition to those referred to in section 12.10.22 but an individual issued a licence under this section requires the consent of the Nunatsiavut Government to enter Labrador Inuit Lands and must pay an applicable fee, charge or rent for access to Labrador Inuit Lands.

12.10.24 Commercial trapping licences shall be issued under federal and Provincial Laws and may be renewed annually but may not be assigned or transferred.

12.10.25 The marketing, transportation and exportation of furs commercially Harvested in the Labrador Inuit Settlement Area shall be governed by federal and Provincial Laws.

Part 12.11 Inuit Rights to Plants

12.11.1 Except as provided in sections 12.11.2 and 12.12.5, the Inuit Domestic Harvest with respect to Plants shall not:

(a) be construed to grant Inuit commercial rights to Plants in the Labrador Inuit Settlement Area outside Labrador Inuit Lands;

(b) prevent a Person from cutting trees in the Labrador Inuit Settlement Area, outside Labrador Inuit Lands, in accordance with federal or Provincial Laws; or

(c) entitle Inuit to any compensation for damage to or loss of Plants or Plant Harvesting opportunities in the Labrador Inuit Settlement Area outside Labrador Inuit Lands.

12.11.2 If any Legislation restricts the Harvesting of a species or population of Plant in the Labrador Inuit Settlement Area, the Inuit Harvest Level for that Plant shall constitute a first priority right to that Plant in the Labrador Inuit Settlement Area.

12.11.3 When recommending the terms and conditions applicable to the Harvesting of Plants allocated for commercial purposes on lands in the Labrador Inuit Settlement Area outside Labrador Inuit Lands, other than lands held in freehold, the Torngat Wildlife and Plants Co-Management Board shall recommend terms and conditions respecting the establishment of employment and training opportunities for Inuit.

Part 12.12 Commercial Harvesting of Plants

12.12.1 Subject to section 12.12.2, the Nunatsiavut Government has the exclusive authority to establish, impose and collect fees, charges, rents and royalties for commercial Harvesting of Plants in Labrador Inuit Lands.

12.12.2 Notwithstanding sections 4.4.1, 12.7.1 and 12.12.1, timber leases, licences or permits existing in Labrador Inuit Lands on the Effective Date, and any renewals thereof, continue in effect in accordance with their terms under Laws of General Application, but the right to receive revenues from those leases, licences or permits shall be assigned by the Province to the Nunatsiavut Government.

12.12.3 Commercial Plant Operations existing in the Labrador Inuit Settlement Area outside Labrador Inuit Lands on the Effective Date are subject to Laws of General Application.

12.12.4 The Minister shall Consult the Nunatsiavut Government before authorizing a Commercial Plant Operation in the Labrador Inuit Settlement Area outside Labrador Inuit Lands other than one referred to in section 12.12.3 and shall, if the Nunatsiavut Government so requests, provide the reasons, in writing, for any advice or recommendation of the Nunatsiavut Government that is varied or rejected.

12.12.5 The Nunatsiavut Government has a right of first refusal to establish a Commercial Plant Operation in the Labrador Inuit Settlement Area outside Labrador Inuit Lands.

12.12.6 The exercise of the right of first refusal referred to in section 12.12.5 is governed by schedule 12-C.

12.12.7 If the Nunatsiavut Government does not exercise its right of first refusal under section 12.12.5, or if the right of first refusal is exercised but the Nunatsiavut Government fails, without just cause, to establish a new Commercial Plant Operation within one year of notifying the Minister of its intention to exercise the right of first refusal pursuant to paragraph 3 of schedule 12-C, the Minister may declare that the right of first refusal of the Nunatsiavut Government has lapsed and the opportunity to establish a new Commercial Plant Operation may then be made available in accordance with paragraph 9 of schedule 12-C.

12.12.8 Licences, leases or permits for the establishment of Commercial Plant Operations in the Labrador Inuit Settlement Area outside Labrador Inuit Lands after the Effective Date shall be issued preferentially, taking into account recommendations of the Torngat Wildlife and Plants Co-Management Board under clause 12.9.1(b)(x), to applications for such licences, leases or permits that are likely to provide direct benefit to the economy of the Labrador Inuit Settlement Area, particularly through employment of Inuit.

12.12.9 Notwithstanding section 12.12.5, an Inuit Business has the same right as any other Person to apply to establish a Commercial Plant Operation in the Labrador Inuit Settlement Area outside Labrador Inuit Lands.

Part 12.13 Access

12.13.1 Subject to sections 12.13.3 and 12.13.4, and for purposes of the Inuit Domestic Harvest, Inuit and their transferees under sections 12.3.15 and 12.3.17 have a free and unrestricted right of access to all lands, Waters and Tidal Waters within the Labrador Inuit Settlement Area outside Labrador Inuit Lands, including National Parks, National Parks Reserves, National Marine Conservation Areas, National Marine Conservation Area Reserves, Marine Protected Areas, Protected Areas, lands vested in municipal corporations, Community Lands and lands belonging to the Crown or over which Canada or the Province has a power of disposal. This access shall not interfere with other authorized uses or the ability of the Crown to authorize uses or dispose of Crown land.

12.13.2 The right of access referred to in section 12.13.1 includes the right to establish temporary camps and to light fires necessary for or incidental to Harvesting.

12.13.3 The right of access referred to in section 12.13.1 is subject to:

(a) Laws of General Application enacted for purposes of Conservation, public health or public safety; and

(b) in the case of a National Park, National Park Reserve, National Marine Conservation Area, National Marine Conservation Area Reserve, Marine Protected Area or Protected Area, any agreement between Inuit affected and the management agency of the National Park, National Park Reserve, National Marine Conservation Area, National Marine Conservation Area Reserve, Marine Protected Area or Protected Area.

12.13.4 The right of access referred to in section 12.13.1 shall not extend:

(a) to lands dedicated to military or national security purposes or being temporarily used by Canadian Forces for those purposes under the *National Defence Act*;

(b) to lands owned in freehold, other than Community Lands or land owned in freehold by municipal corporations;

(c) with respect to hunting or trapping, to any place within a radius of one kilometre of any building, structure, or other facility on lands under a surface lease and with respect to the Harvesting of Plants, within a radius of 50 metres (164 feet) of any building, structure or other facility on lands under a surface lease; and

(d) with respect to Harvesting of Plants, within a cutting block or on lands actually being Harvested under a Crown lease, permit, timber licence or timber cutting permit.

12.13.5 All surface leases granted in the Labrador Inuit Settlement Area after the Effective Date and all renewals of surface leases that take place subsequent to the Effective Date and all leases transferred or assigned subsequent to the Effective Date shall, where the Crown is the lessor, contain a condition to the following effect:

> "This lease is subject to the rights of Inuit under their final land claims agreement to enter onto land in the Labrador Inuit Settlement Area for purposes of hunting, fishing, trapping and gathering, and the provisions of the Labrador Inuit final land claims agreement relating to such right of access shall form a part of this lease as if contained herein".

12.13.6 A Non-Beneficiary who holds a Surface Interest in Labrador Inuit Lands on the Effective Date whose name is enumerated on schedule 12-D and the Immediate Family of such Non-Beneficiary may Harvest Wildlife and Plants in Labrador Inuit Lands for personal, non-commercial use, subject to:

(a) section 12.13.7;

(b) Laws of General Application; and

(c) any restrictions established under an Inuit Law under section 12.7.2 or 9.4.4.

12.13.7 Access to Labrador Inuit Lands by a Non-Beneficiary referred to in section 12.13.6 shall be restricted to those areas which the Non-Beneficiary can demonstrate to the satisfaction of the Nunatsiavut Government have been traditionally used and are currently used for personal, non-commercial Harvesting and such access is further subject to:

(a) sections 4.15.3, 4.15.4, 4.15.7, 4.15.8, 4.15.9, 4.15.11 and 4.15.12; and

(b) any restrictions established under an Inuit Law under section 12.7.2 or 9.4.4.

If the Non-Beneficiary disagrees with the Nunatsiavut Government's determination of the areas of traditional and current use, the Non-Beneficiary may submit the matter to arbitration under chapter 21.

12.13.8 The rights established under sections 12.13.6 and 12.13.7 are personal to the individuals enumerated on schedule 12-D and are non-transferable but shall continue for the term of the Surface Interest and any renewal thereof. For greater certainty, sections 12.13.6 and 12.13.7 are not intended to create, and shall not be construed so as to create, an interest in land or an amendment of the terms and conditions of the Surface Interest.

12.13.9 Without the consent of the Nunatsiavut Government and without payment of a fee a Non-Beneficiary resident of Labrador may have access to a 30-metre (100-foot) strip of Labrador Inuit Lands bounding Tidal Waters for purposes of establishing a temporary camp while Harvesting in Tidal Waters outside Labrador Inuit Lands for personal, non-commercial use under Laws of General Application. An individual who exercises access to Labrador Inuit Lands under this section:

(a) may cut firewood for purposes of camping subject to Inuit Laws made pursuant to section 12.7.2 or 9.4.4; and

(b) is subject to sections 4.15.3, 4.15.4, 4.15.7, 4.15.8, 4.15.9, 4.15.11 and 4.15.12.

For purposes of this section, any structure other than a tent shall be absolutely deemed to be permanent.

12.13.10 Subject to any overlap agreement between Inuit and another aboriginal people, Inuit ordinarily resident in Labrador outside the Labrador Inuit Settlement Area may Harvest Wildlife, other than Migratory Birds, and Plants in the area set out in the Map Atlas (shown for illustrative purposes only in schedule 12-E) subject to schedule 12-F. Notwithstanding any other provision of the Agreement, this section and schedule 12-F shall not create, confer or establish or be construed as creating, conferring or establishing treaty rights within the meaning of sections 25 and 35 of the *Constitution Act, 1982*.

12.13.11 If an Inuit Harvest Level is established in relation to a species or population of Wildlife or Plant in the Labrador Inuit Settlement Area, any quantity of that species or population of Wildlife or Plant that may be Harvested under schedule 12-F shall be part of the Inuit Harvest Level.

12.13.12 Harvesting under section 12.13.10 shall not be carried out when the Inuit Harvest Level for a species or population of Wildlife, other than Migratory Birds, or Plant is greater than the Total Allowable Harvest for that species or population of Wildlife, other than Migratory Birds, or Plant in the Labrador Inuit Settlement Area.

12.13.13 For nine years immediately following the Effective Date, Inuit ordinarily resident in Labrador outside the Labrador Inuit Settlement Area shall be entitled, subject to section 12.13.14, to Harvest Migratory Birds in the area set out in the Map Atlas (shown for illustrative purposes only in schedule 12-E) and in so Harvesting, be otherwise subject to the Agreement as if they were Harvesting in the Labrador Inuit Settlement Area.

12.13.14 Harvesting under section 12.13.13 shall not be carried out:

(a) in freehold or fee simple lands without the consent of the owner;

(b) in lands that are subject to a Surface Interest, without the consent of the interest holder; or

(c) when the Inuit Harvest Level is greater than the Total Allowable Harvest for Migratory Birds in the Labrador Inuit Settlement Area.

Part 12.14 Interjurisdictional Matters

12.14.1 Any Legislation implementing an International Agreement that relates to a matter dealt with in this chapter and that applies in or affects the Labrador Inuit Settlement Area shall be interpreted and administered to treat Inuit on at least as favourable a basis as any other aboriginal people of Canada.

12.14.2 Subject to section 12.14.1, Harvesting in the Labrador Inuit Settlement Area shall be subject to Legislation implementing those terms of an International Agreement that were in effect on the Effective Date.

12.14.3 Canada shall include Inuit representation, nominated by the Nunatsiavut Government, in discussions leading to the formulation of Canada's position in relation to any International Agreement or an amendment thereto relating to Inuit rights referred to in this chapter and the discussions shall extend beyond those generally available to non-governmental organizations.

12.14.4 Any Legislation implementing a Domestic Interjurisdictional Agreement that relates to a matter dealt with in this chapter and that applies in or affects the Labrador Inuit Settlement Area shall be interpreted and administered to treat Inuit on at least as favourable a basis as any other aboriginal people of Canada affected by the Domestic Interjurisdictional Agreement.

12.14.5 The Province shall seek the advice of the Nunatsiavut Government prior to the preparation of any Legislation that relates to this chapter and is intended to effect the implementation of a Domestic Interjurisdictional Agreement.

12.14.6 When Canada or the Province negotiates a Domestic Interjurisdictional Agreement or an amendment to a Domestic Interjurisdictional Agreement existing on the Effective Date that might affect Wildlife, Plants or Habitat in the Labrador Inuit

Settlement Area, the Nunatsiavut Government shall have a role in the negotiations commensurate with its status, functions and responsibilities.

Schedule 12-A: Oath of Office of Torngat Wildlife and Plants Co-Management Board Members (subsection 12.8.5(c))

I, ________________ do solemnly affirm (or swear) that I will faithfully, truly, impartially and honestly and to the best of my judgement, skill and ability, execute and perform the duties required of me as a member of the Torngat Wildlife and Plants Co-Management Board. (So help me God.)

________________________________)
(Officer Administering Oath))
)
) ______________________________
) (Signature of Member)
__________________)
(Date))

Schedule 12-B: Inuit Right of First Refusal Regarding Existing Commercial Wildlife Operations (section 12.10.4)

1. The owner, including any future or subsequent owner, (herein "Owner") of an existing Commercial Wildlife Operation (herein "Operation") who intends to sell or transfer the Operation after the Effective Date shall notify the Nunatsiavut Government and the Province in writing of the intended sale or transfer and the Nunatsiavut Government shall have the right to purchase the Operation for Market Value in accordance with this schedule and the Agreement.

2. For purposes of this schedule, "Market Value" means the amount that could reasonably be expected to be realized on the open market on a sale of the Operation as between a willing vendor and a willing purchaser with the benefit of the governmental consents and permits required under federal or Provincial Laws for continuation of the Operation.

3. The right referred to in paragraph 1 shall be exercisable by notice in writing from the Nunatsiavut Government to the Owner at any time within 45 clear days from receipt of the notice referred to in paragraph 1.

4. The Owner and the Nunatsiavut Government shall enter into an Agreement of Purchase and Sale (herein "Agreement of Purchase and Sale"), that shall:

   (a) set out the Market Value of the Operation;

   (b) establish the date for completion of the sale or transfer which date shall be within 120 clear days from the date on which the Nunatsiavut Government receives all necessary Government consents and permits, including approval of its business plan, or any longer period agreed to by the Owner and the Nunatsiavut Government;

   (c) require that the Operation shall be sold with vacant possession;

   (d) allow the Nunatsiavut Government at least 30 clear days to raise any requisition or objection to the title of the Owner; and

   (e) contain any other terms and conditions as are deemed necessary and advisable for the sale or transfer of the Operation to the Nunatsiavut Government.

5. The Operation shall be sold subject to and with the benefit of the covenants, rights, easements and other matters that are for the benefit of the Operation, but otherwise free from encumbrances.

6. The Agreement of Purchase and Sale may be assigned by the Nunatsiavut Government to an Inuit Business.

7. If the Owner and the Nunatsiavut Government cannot agree on the Market Value or any other matter that is necessary or advisable for completion of the Agreement of Purchase and Sale, the matter in dispute shall be determined by arbitration under chapter 21.

8. If the Market Value is determined by arbitration, the Nunatsiavut Government may, within 15 clear days from the date of the determination, serve written notice on the Owner that it is ending its exercise of the right referred to in paragraph 1 or is ending any contract then subsisting in connection with the purchase and sale of the Operation without any further obligation.

9. If the Nunatsiavut Government gives notice under paragraph 8 or if the Agreement of Purchase and Sale is not completed by the Nunatsiavut Government in accordance with its terms and this schedule, the Owner may deal with or dispose of the Operation free of the rights of the Nunatsiavut Government, subject to paragraphs 10 and 11.

10. If, after an event referred to in paragraph 9, the Owner concludes an agreement to sell the Operation to a third party, the agreement shall be made subject to paragraph 11 and the Owner shall give the Nunatsiavut Government written notice of the agreement.

11. If the Owner intends to dispose of the Operation for an amount less than the Market Value set out in the Agreement of Purchase and Sale or less than the value established by arbitration or on other terms and conditions more favourable than those offered to the Nunatsiavut Government, the Nunatsiavut Government shall have a right of preemption, exercisable on 30 clear days written notice, to purchase the Operation at the same price and on the same terms and conditions as the Owner is willing to sell or transfer the Operation to the third party.

Schedule 12-C: Right of First Refusal for Commercial Wildlife Operations and Commercial Plant Operations (sections 12.10.15, 12.10.17, 12.12.6 and 12.12.7)

1. Any Person other than an Inuit Business who intends to establish a Commercial Wildlife Operation or Commercial Plant Operation in the Labrador Inuit Settlement Area outside Labrador Inuit Lands shall forward a letter of intent to the Province.

2. Within 30 clear days from receipt of a letter of intent referred to in paragraph 1, the Province shall notify the Nunatsiavut Government.

3. The Nunatsiavut Government shall have 90 clear days from receipt of the notice under paragraph 2 to notify the Province in writing whether or not it intends to exercise the right of first refusal referred to in section 12.10.14 or 12.12.5, as the case may be.

4. If the Nunatsiavut Government does not exercise the right of first refusal within the time set out in paragraph 3, the right of first refusal referred to in section 12.10.14 or 12.12.5, as the case may be, shall lapse.

5. The Province shall, within 21 clear days from the receipt of notice from the Nunatsiavut Government that it intends to exercise the right of first refusal, notify the original applicant for a Commercial Wildlife Operation or Commercial Plant Operation of the Nunatsiavut Government's decision.

6. The Nunatsiavut Government shall have 120 clear days from the date it gives the notice referred to in paragraph 3 within which to complete any required community consultations, identify an operator if the operator will not be the Nunatsiavut Government (herein "Designated Operator"), and to register a site specific proposal with the Province.

7. The Province shall have 60 clear days to approve the proposal referred to in paragraph 6, with or without conditions, or to reject the proposal.

8. If the proposal referred to in paragraph 6 is approved, the Nunatsiavut Government or Designated Operator must make every attempt to establish the proposed Commercial Wildlife Operation or Commercial Plant Operation within two years from the notice referred to in paragraph 3 in respect of a Commercial Wildlife Operation and within one year from the notice referred to in paragraph 3 in respect of a Commercial Plant Operation, and if the Nunatsiavut Government or Designated Operator fails, without just cause, to establish a Commercial Wildlife Operation or Commercial Plant Operation, as the case may be, within that time, the Minister may declare that the right of first refusal of the Nunatsiavut Government has lapsed.

9. If the Minister declares that the right of first refusal of the Nunatsiavut Government has lapsed or that the proposal of the Nunatsiavut Government referred to in paragraph 6 has been finally rejected, the opportunity to establish a Commercial Wildlife Operation or Commercial Plant Operation, as the case may be, may then

be made available to the original applicant or other third party and the Nunatsiavut Government shall not have a further right of first refusal in relation to the application, except at the discretion of the Minister.

10. The Minister may extend any time period set out in this schedule when requested by the Nunatsiavut Government.

Schedule 12-D: List of Non-Beneficiaries (sections 12.13.6 and 12.13.8)

Surface Interest Holder	**Interest Number**
Alfred Decker	72032
Dean B. Coombs	106084
Gladys L. Roberts	73074
Henry J. Shouse	61621
John C. Chiasson	78337
Joseph Arseneault	61964
Raymond Bennett	78401
Roger W. Pike	61039
Samuel E. Propsom	115742
Tom Goodwin	72709

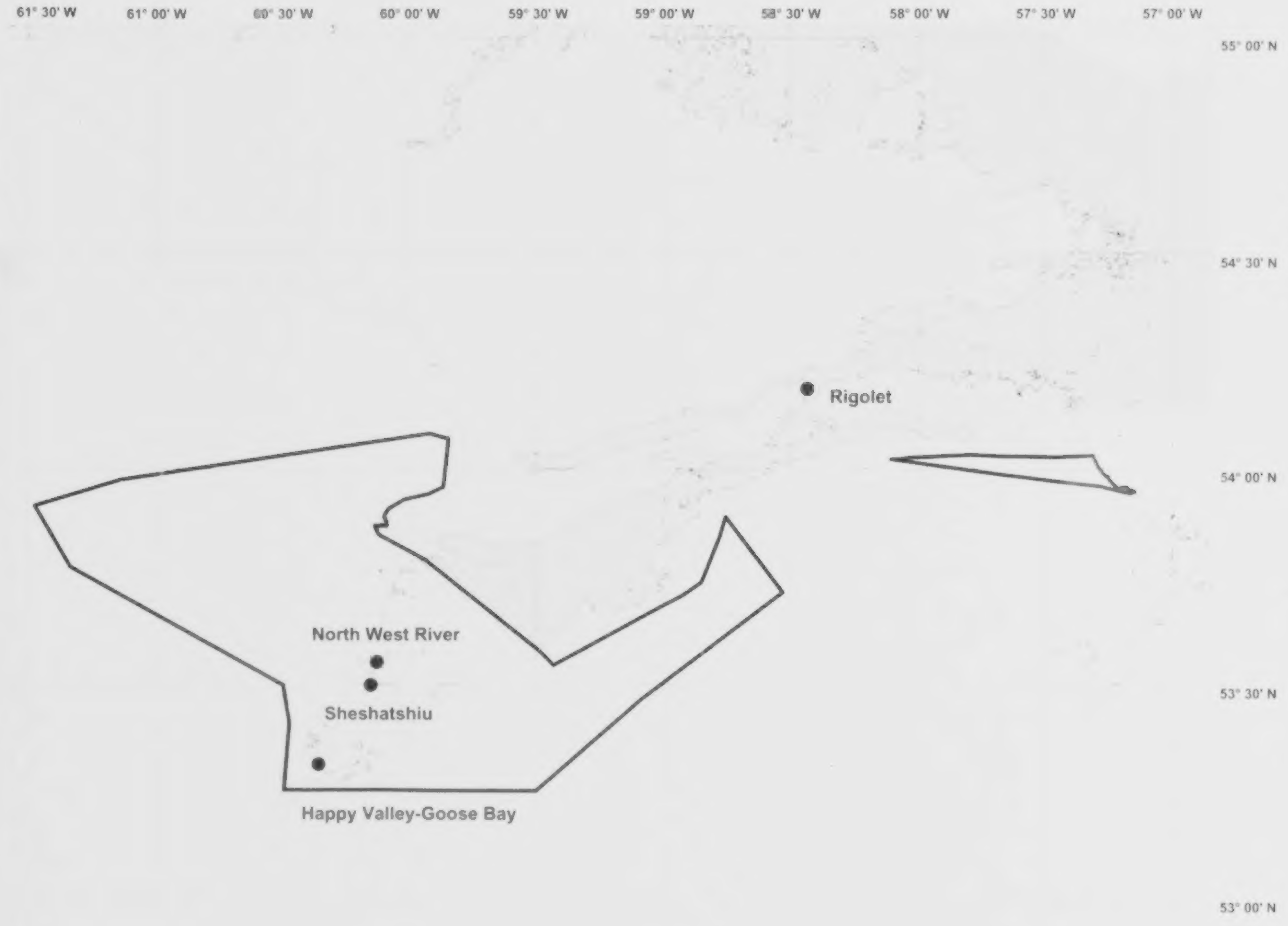
Note: This schedule is provisional only and shall be revised and finalized prior to the Effective Date.

Labrador Inuit Land Claims Agreement

Schedule 12-E

Areas outside the Labrador Inuit Settlement Area where Inuit rights under sections 12.13.10 and 12.13.13 apply.

This is not an authoritative map of the areas outside the Labrador Inuit Settlement Area where Inuit rights under sections 12.13.10 and 12.13.13 apply and has been prepared for illustrative purposes only. The authoritative maps of the areas outside the Labrador Inuit Settlement Area where Inuit rights under sections 12.13.10 and 12.13.13 apply are contained in the Map Atlas.


61° 30' W
61° 00' W
60° 30' W
60° 00' W
59° 30' W
59° 00' W
58° 30' W
58° 00' W
57° 30' W
57° 00' W
55° 00' N
54° 30' N
54° 00' N
53° 30' N
53° 00' N
Rigolet
North West River
Sheshatshiu
Happy Valley-Goose Bay

legend

☐ areas outside the Labrador Inuit Settlement Area where Inuit rights under sections 12.13.10 and 12.13.13 apply.

Labrador Inuit settlement Area (land and Waters)

Labrador Inuit Settlement Area (Zone)

Nunavut
Québec
Labrador
Labrador Sea
N
0
25
50
kilometres

scale
1 : 1,675,000

Schedule 12-F: Measures Under Provincial Law to Permit Harvesting Outside the Labrador Inuit Settlement Area by Inuit Ordinarily Resident in Labrador Outside the Labrador Inuit Settlement Area (sections 12.13.10 and 12.13.11)

1. This schedule shall be implemented by orders or regulations made from time to time under Provincial Law.

2. In this schedule:

   "Communal Inuit Licence" means a licence to Harvest Wildlife or Plants referred to in paragraph 9; and

   "Special Inuit Licence" means a licence to Harvest Wildlife or Plants referred to in paragraph 3.

3. Inuit who are ordinarily resident in Labrador outside the Labrador Inuit Settlement Area shall, subject to any applicable Communal Inuit Licence, be issued licences to Harvest Wildlife or Plants for Subsistence purposes that they cannot otherwise acquire under the Agreement, free of charge.

4. The issuance of licences under this schedule is subject to Laws of General Application respecting Conservation, public health and public safety.

5. The holder of a Special Inuit Licence shall be permitted to take Wildlife or Plants specified in the licence in any area, zone or portion of an area or zone in that part of Labrador outside the Labrador Inuit Settlement Area set out in the Map Atlas (shown for illustrative purposes only in schedule 12-E) that is open under Provincial Law.

6. Subject to paragraphs 3, 4 and 5, the Minister may, after Consulting the Torngat Wildlife and Plants Co-Management Board, set any other conditions and limits in Special Inuit Licences as may, in the opinion of the Minister, be necessary to provide Subsistence opportunities to licence holders, subject to the requirements of Conservation, public health and public safety.

7. Notwithstanding any other provision of this schedule, the Minister retains the jurisdiction to determine bag limits and other Harvesting limits with respect to Harvesting under this schedule.

8. Bag or other Harvesting limits for holders of Special Inuit Licences shall, subject to any applicable Communal Inuit Licence, not be less than limits for ordinary or regular licences.

9. The Minister may, after Consulting the Torngat Wildlife and Plants Co-Management Board, if the Minister deems it necessary for purposes of providing Subsistence opportunities for Inuit or for purposes of Conservation or the better management or administration of Wildlife or Plants, issue a communal licence to the Nunatsiavut Government to enable Inuit who are ordinarily resident in

Labrador outside the Labrador Inuit Settlement Area to Harvest a species or population of Wildlife or Plant and carry on related activities in the areas set out in the Map Atlas (shown for illustrative purposes only in schedule 12-E) subject to limits and conditions set out in the communal licence.

10. Without restricting the generality of paragraph 9, a Communal Inuit Licence may specify any condition respecting any of the following matters:

(a) the species or population and quantities of Wildlife or Plants that are permitted to be Harvested or transported;

(b) the dates, times and places where Wildlife or Plants may be Harvested or transported;

(c) the method by which the Nunatsiavut Government may designate individuals, vehicles or vessels that may participate in the Harvesting or transportation of Wildlife or Plants;

(d) the documents that constitute proof of designation to Harvest or transport Wildlife or Plants under the Communal Inuit Licence;

(e) the maximum number of individuals, vehicles or vessels that may be designated to carry on Harvesting or related activities under the Communal Inuit Licence;

(f) the equipment, gear and vehicles or vessels that may be used;

(g) the disposition of Wildlife or Plants Harvested under authority of the Communal Inuit Licence; and

(h) information to be reported with respect to Harvesting under the Communal Inuit Licence and the methods, places and times for the reporting of that information.

11. If there is an inconsistency between the conditions of a Special Inuit Licence or a Communal Inuit Licence and any order or regulation, the conditions of the Special Inuit Licence or Communal Inuit Licence prevail to the extent of the inconsistency.

12. No individual carrying on Harvesting or any related activity under the authority of a Special Inuit Licence or a Communal Inuit Licence shall contravene or fail to comply with any condition of the licence.

13. The holder of a Special Inuit Licence may designate another Inuk to use that licence on condition that the Inuk so designated:

(a) holds or is entitled to hold a Special Inuit Licence; and

(b) is in possession of the licence while Harvesting.

14. No Person other than an individual designated by the Nunatsiavut Government may Harvest under the authority of a Communal Inuit Licence.

15. The Minister shall Consult the Nunatsiavut Government about Legislation proposed for the implementation of this schedule and about any amendment to that Legislation.

Chapter 13: Fisheries

Part 13.1 Definitions

13.1.1 In this chapter:

"Aquaculture Facility" means a place on land or in water where Aquaculture is carried on and includes all gear, equipment and structures related to Aquaculture located at that place;

"Commercial Fishing Licence" includes experimental and exploratory licences;

"Conservation" means the management of Fish, Aquatic Plants and Fish Habitat, including the management of human activities in relation to them, to foster Sustainable Utilization and maintenance of natural populations, biodiversity and ecological processes;

"Inuit Domestic Harvest Level" means the quantity of a species or stock of Fish or Aquatic Plant established in accordance with part 13.6;

"Sustainable Utilization" means the use and management of Fish, Aquatic Plants and Fish Habitat in a manner that does not impair their natural viability in order that the needs of the present may be met without compromising the ability of future generations to meet their needs;

"Total Allowable Catch" means the total quantity of a species or stock of Fish that may be Harvested, as established by the Minister; and

"Total Allowable Harvest" means the total quantity of a species of Aquatic Plant that may be Harvested, as established by the Minister.

Part 13.2 General

13.2.1 Conservation is a priority in decision-making that relates to or affects Fish, Aquatic Plants or fisheries in the Labrador Inuit Settlement Area.

13.2.2 Information relevant to the Conservation and management of Fish, Aquatic Plants, fisheries or Fish Habitat in the Labrador Inuit Settlement Area shall be shared and exchanged in a timely manner among the Minister, the Torngat Joint Fisheries Board and the Nunatsiavut Government upon the request of any of them.

Part 13.3 Emergencies

13.3.1 Nothing in this chapter shall be construed to prevent an individual from killing a Fish for survival in an emergency.

13.3.2 An individual who kills a Fish under section 13.3.1 may use that Fish for personal use and consumption only.

13.3.3 Section 13.3.1 shall not be construed as providing lawful excuse under a Law of General Application to a Person who kills a Fish as a result of negligence, mismanagement or wilful misconduct.

Part 13.4 Inuit Domestic Fishery

13.4.1 Inuit have the right to Harvest in accordance with this chapter, at all times of the year and throughout the Labrador Inuit Settlement Area, any species or stock of Fish or Aquatic Plant for which no Inuit Domestic Harvest Level is established up to the quantity needed for their food, social and ceremonial purposes.

13.4.2 If an Inuit Domestic Harvest Level is established for a species or stock of Fish or Aquatic Plant, an Inuk has the right to Harvest in accordance with this chapter, at all times of the year and throughout the Labrador Inuit Settlement Area, that species or stock of Fish or Aquatic Plant for food, social and ceremonial purposes up to the quantity specified in the documentation provided by the Nunatsiavut Government under section 13.9.8.

13.4.3 Any Person Harvesting under section 13.4.1, 13.4.2 or 13.4.11 may use any humane method or technology to Harvest Fish and may possess and use any equipment for that purpose.

13.4.4 For purposes of section 13.4.3, a method or technology used to Harvest Fish is humane if it was permissible under Laws of General Application in effect on August 1st, 1999, except as otherwise provided in Legislation implementing an International Agreement respecting the Harvesting of Fish.

13.4.5 Any Person Harvesting under section 13.4.1, 13.4.2 or 13.4.11 has a right of access to all lands and waters in the Labrador Inuit Settlement Area, in accordance with sections 12.13.1 and 12.13.2 and subject to sections 12.13.3 and 12.13.4.

13.4.6 The individual and collective rights of Inuit set out in this part are subject to management by the Nunatsiavut Government, which shall avoid unnecessary interference with the exercise of those rights.

13.4.7 No Person may sell Fish or Aquatic Plants Harvested under section 13.4.1, 13.4.2 or 13.4.11 except the non-edible products from Fish.

13.4.8 Inuit have the right to give to other aboriginal individuals and to trade, exchange or barter among themselves, and with other aboriginal individuals, any Fish or Aquatic Plant Harvested under section 13.4.1, 13.4.2 or 13.4.11.

13.4.9 Inuit have the right to transport outside the Labrador Inuit Settlement Area to Inuit or other aboriginal individuals any Fish or Aquatic Plant Harvested under section

13.4.1, 13.4.2 or 13.4.11, on condition that the Fish or Aquatic Plant so transported is identified as having been Harvested in the Inuit Domestic Fishery.

13.4.10 Notwithstanding section 13.4.9, an Inuk may be required by the Minister or the Nunatsiavut Government to obtain a permit to transport any Fish or Aquatic Plant outside the Labrador Inuit Settlement Area, but:

(a) the permit shall be issued upon request unless good cause exists for refusing to issue the permit;

(b) the permit shall contain terms and conditions established under Laws of General Application; and

(c) any fee for the permit shall be waived.

13.4.11 An Inuk may transfer a right to Harvest under section 13.4.1 or 13.4.2 to:

(a) that Inuk's spouse;

(b) that Inuk's parent or child;

(c) an individual to whom that Inuk stands in the position of a parent;

(d) an individual who stands in the position of a parent to that Inuk;

(e) another Inuk; or

(f) another aboriginal individual.

13.4.12 An individual in possession of the documentation referred to in section 13.9.8 or 13.9.9 does not need any form of permit or licence to exercise the rights referred to in section 13.4.2 or 13.4.11. This section does not restrict Canada's authority to require licences for the use and possession of firearms under federal Law on the same basis as applies to other aboriginal people of Canada.

13.4.13 No fee may be imposed on an individual Harvesting under section 13.4.1, 13.4.2 or 13.4.11.

Part 13.5 Limitations on the Inuit Domestic Fishery

13.5.1 The exercise by an individual of rights in the Inuit Domestic Fishery is subject only to:

(a) Inuit Laws;

(b) Laws of General Application in relation to Conservation, public health or public safety, including Legislation related to firearms control; and

(c) measures in relation to Conservation, public health or public safety, established by the Minister under Legislation.

13.5.2 Subject to section 13.5.4, before establishing a measure referred to in subsection 13.5.1(c) that directly affects the Inuit Domestic Fishery, the Minister shall Consult the Nunatsiavut Government for the purpose of attempting to reach agreement on measures that the Nunatsiavut Government could take to effect the same purpose. If, failing agreement, the Minister establishes any measure that limits the Inuit Domestic Fishery, the Minister shall give to the Nunatsiavut Government the reasons, in writing, for any measures that have been established.

13.5.3 The Consultation referred to in section 13.5.2 may be terminated by the Minister 60 clear days from the date that Consultation is initiated if, in that time, the Consultation has failed to result in agreement.

13.5.4 If Consultation under section 13.5.2 is not practicable because of an emergency, the Minister shall, within seven clear days from the date of the establishment of a measure referred to in subsection 13.5.1(c), notify the Nunatsiavut Government of the measure that has been established and seek the advice and views of the Nunatsiavut Government as soon as practicable thereafter.

Part 13.6 Inuit Domestic Harvest Level

13.6.1 The Inuit Domestic Harvest Level is intended for the protection of the Inuit Domestic Fishery and is a basis for management of Harvesting of the species or stock of Fish or Aquatic Plant to which it relates.

13.6.2 The Inuit Domestic Harvest Level constitutes a first demand against a Total Allowable Catch or Total Allowable Harvest, in accordance with this chapter.

13.6.3 For each species or stock of Fish or Aquatic Plant in the Labrador Inuit Settlement Area for which a Total Allowable Catch or Total Allowable Harvest is established, the Minister shall establish an Inuit Domestic Harvest Level for the food, social and ceremonial purposes of Inuit in relation to that species or stock of Fish or Aquatic Plant.

13.6.4 The Nunatsiavut Government may make a recommendation for the Inuit Domestic Harvest Level for a species or stock of Fish or Aquatic Plant to the Minister or the Minister may request such a recommendation.

13.6.5 Subject to sections 13.6.7 and 13.6.8, the Minister shall establish the Inuit Domestic Harvest Level recommended by the Nunatsiavut Government.

13.6.6 The Inuit Domestic Harvest Level is an estimate of the quantity of a species or stock of Fish or Aquatic Plant in the Labrador Inuit Settlement Area needed annually by Inuit for their food, social and ceremonial purposes that is based on all relevant available information, including:

(a) any data that may be compiled on an ongoing basis by the Nunatsiavut Government using Inuit traditional knowledge;

(b) any data that may be compiled on an ongoing basis by Inuit Government during monitoring of the Inuit Domestic Fishery;

(c) historical data;

(d) information on variations in the availability and accessibility of the species or stock of Fish or Aquatic Plant; and

(e) information that may be provided by the Nunatsiavut Government about the nutritional, social and ceremonial importance of the species or stock of Fish or Aquatic Plant to Inuit.

13.6.7 If the Minister determines that a recommendation referred to in section 13.6.4 is not supported by the information referred to in section 13.6.6, the Minister shall provide the Nunatsiavut Government with the determination and the reasons for the determination, and the Nunatsiavut Government may, within 30 clear days or any other time agreed upon with the Minister, make a second recommendation for the Inuit Domestic Harvest Level to the Minister.

13.6.8 If the Minister determines that a second recommendation referred to in section 13.6.7 is not supported by the information referred to in section 13.6.6, the Minister may, after Consulting the Nunatsiavut Government for the purpose of attempting to reach agreement on the Inuit Domestic Harvest Level, establish an Inuit Domestic Harvest Level that differs from the Inuit Domestic Harvest Level recommended by the Nunatsiavut Government.

13.6.9 The Consultation referred to in section 13.6.8 may be terminated by the Minister 30 clear days from the date that Consultation is initiated if, in that time, the Consultation has failed to result in agreement.

13.6.10 If, after having been requested to make a recommendation under section 13.6.4, the Nunatsiavut Government fails to do so, the Minister may establish the Inuit Domestic Harvest Level for a species or stock of Fish or Aquatic Plant after Consulting the Nunatsiavut Government for the purpose of attempting to reach agreement on the Inuit Domestic Harvest Level.

13.6.11 The Consultation referred to in section 13.6.10 may be terminated by the Minister 30 clear days from the date that Consultation is initiated if, in that time, the Consultation has failed to result in agreement.

13.6.12 The obligations and discretions referred to in section 13.6.5 and sections 13.6.7 through 13.6.11 may not be delegated by the Minister to a public servant below the level of Regional Director General.

13.6.13 The Minister shall give notice to the Nunatsiavut Government and the Torngat Joint Fisheries Board of any decision that the Minister makes concerning an Inuit Domestic Harvest Level.

13.6.14 If, for a species or stock of Fish or Aquatic Plant in the Labrador Inuit Settlement Area for which a Total Allowable Catch or Total Allowable Harvest is established, the Total Allowable Catch or Total Allowable Harvest is less than the Inuit Domestic Harvest Level, all Recreational Fishing, commercial fisheries and Harvesting of Fish and Aquatic Plants by Persons other than Inuit and an aboriginal people referred to in section 13.6.16 in the Labrador Inuit Settlement Area directed at that species or stock of Fish or Aquatic Plant shall be closed and, subject to section 13.6.16, the Minister shall allocate the Total Allowable Catch or Total Allowable Harvest to Inuit.

13.6.15 If, after a Total Allowable Catch or Total Allowable Harvest has been established for a species or stock of Fish or Aquatic Plant in the Labrador Inuit Settlement Area, the Minister reduces that Total Allowable Catch or Total Allowable Harvest for a period of time to a quantity that is less than the Inuit Domestic Harvest Level, all Recreational Fishing, commercial fisheries and Harvesting of Fish and Aquatic Plants by Persons other than Inuit and an aboriginal people referred to in section 13.6.16 in the Labrador Inuit Settlement Area directed at that species or stock of Fish or Aquatic Plant shall be closed for that period and, subject to section 13.6.16, the Minister shall allocate the Total Allowable Catch or Total Allowable Harvest to Inuit.

13.6.16 If an aboriginal people of Canada, other than Inuit, has an aboriginal or treaty right in the Labrador Inuit Settlement Area with respect to a species or stock of Fish or Aquatic Plant to which section 13.6.14 or 13.6.15 applies, the Minister shall, prior to making any allocation of that species or stock of Fish or Aquatic Plant, Consult the Nunatsiavut Government and determine an equitable allocation of the Total Allowable Catch or Total Allowable Harvest for Inuit.

Part 13.7 Customary Fishing Areas

13.7.1 To protect the Inuit Domestic Fishery and facilitate Harvesting in the Inuit Domestic Fishery the Minister shall, after considering the recommendations of the Nunatsiavut Government respecting fishing areas that are of customary or traditional importance to Inuit, establish such areas in the Zone and the fisheries management measures applicable in such areas.

13.7.2 The fisheries management measures applicable in a Customary Fishing Area may, where appropriate, identify parts of the Customary Fishing Area where specified species or stocks of Fish or Aquatic Plant may be Harvested solely by Inuit and place restrictions or limitations on fisheries other than the Inuit Domestic Fishery, including:

(a) restrictions on type of equipment, including vessel size;

(b) limitations on when Harvesting may be conducted; and

(c) limitations on the species or stocks of Fish or Aquatic Plant that may be Harvested.

13.7.3 The Minister shall give the reasons, in writing, to the Nunatsiavut Government if the Minister does not accept its recommendations concerning a Customary Fishing Area.

13.7.4 The Minister may change the boundaries of, or disestablish, a Customary Fishing Area or may amend the fisheries management measures applicable in a Customary Fishing Area.

13.7.5 Subject to section 13.7.6, before deciding to change the boundaries of, or disestablish, a Customary Fishing Area or before deciding to amend the fisheries management measures applicable in a Customary Fishing Area, the Minister shall Consult the Nunatsiavut Government and shall inform the Nunatsiavut Government in writing of the decision.

13.7.6 If Consultation under section 13.7.5 is not practicable because of an emergency, the Minister shall, within seven clear days from the date of a decision referred to in section 13.7.5, notify the Nunatsiavut Government of the decision and seek the advice and views of the Nunatsiavut Government as soon as practicable thereafter.

13.7.7 The Minister shall give notice to the Torngat Joint Fisheries Board of any decision that the Minister makes under this part.

Part 13.8 Times and Places for the Inuit Domestic Fishery

13.8.1 If the Nunatsiavut Government recommends times and places for the Inuit Domestic Fishery, the Minister shall either establish the recommended times and places or, after Consulting the Nunatsiavut Government for the purpose of attempting to reach agreement on those times and places, establish times and places that differ from those recommended by the Nunatsiavut Government. The Minister shall give to the Nunatsiavut Government, on a timely basis, the reasons, in writing, if the Minister establishes times and places that differ from those recommended by the Nunatsiavut Government unless agreement on times and places has been achieved through Consultation.

13.8.2 If, after having been requested to make a recommendation for times and places for the Inuit Domestic Fishery, the Nunatsiavut Government fails to do so, the Minister may establish the times and places after Consulting the Nunatsiavut Government for the purpose of attempting to reach agreement on the times and places.

13.8.3 The Consultation referred to in sections 13.8.1 and 13.8.2 may be terminated by the Minister 30 clear days from the date that Consultation is initiated if, in that time, the Consultation has failed to result in agreement.

Part 13.9 Nunatsiavut Government Powers and Authorities

13.9.1 The Nunatsiavut Government may make laws in relation to the following matters:

(a) the management of the Inuit Domestic Fishery subject to section 13.4.6 and decisions of the Minister under sections 13.6.3, 13.6.14 and 13.6.15 and measures established by the Minister under sections 13.7.1, 13.7.4, 13.8.1 and 13.8.2;

(b) the management of Aquaculture in waters overlying Labrador Inuit Lands;

(c) subject to section 13.9.10, the determination of who may:

(i) Harvest Fish under the Commercial Fishing Licences and the Recreational Fishing opportunities;

(ii) operate pursuant to the Aquaculture licences; and

(iii) carry out the processing under the Fish processing licences,

issued to the Nunatsiavut Government under part 13.12;

(d) subject to section 12.10.1, the determination of who may Harvest Fish in Waters overlying Labrador Inuit Lands;

(e) subject to section 12.10.1, the management of access to or use of Labrador Inuit Lands for purposes of Harvesting of Fish; and

(f) the management of the transfer of opportunities to Harvest Fish under section 13.4.11.

13.9.2 If there is a Conflict between an Inuit Law under section 13.9.1 and

(a) a federal Law of General Application related to Conservation;

(b) a Law of General Application related to public health or public safety; or

(c) a measure in relation to Conservation, public health or public safety established by the Minister under a Law of General Application and in accordance with section 13.5.2,

the Law of General Application or measure prevails to the extent of the Conflict.

13.9.3 Except as provided in section 13.9.2, if there is a Conflict or inconsistency between an Inuit Law under section 13.9.1, and a federal or Provincial Law, the Inuit Law prevails to the extent of the Conflict or inconsistency.

13.9.4 Subject to this chapter, the Nunatsiavut Government may:

(a) recommend the Inuit Domestic Harvest Level to the Minister;

(b) recommend the location and boundaries of Customary Fishing Areas, and the fisheries management measures applicable therein, to the Minister; and

(c) recommend times and places for the Inuit Domestic Fishery to the Minister

13.9.5 The Nunatsiavut Government shall make its recommendations under section 13.9.4 to the Minister in writing and shall, at the request of the Minister, provide all supporting information.

13.9.6 The Nunatsiavut Government shall, in making a recommendation for the establishment of a Customary Fishing Area, provide its reasons for considering the area to be of customary or traditional importance to Inuit.

13.9.7 The Nunatsiavut Government shall inform the Torngat Joint Fisheries Board of its recommendations to the Minister and shall inform the Minister and the Torngat Joint Fisheries Board in a timely manner of the measures it proposes taking to manage the Inuit Domestic Fishery.

13.9.8 Where an Inuit Domestic Harvest Level is established, the Nunatsiavut Government shall provide to each Inuk who has a right to participate in the Inuit Domestic Fishery and has been allocated a portion of the Inuit Domestic Harvest Level by the Nunatsiavut Government, documentation that specifies the species or stock of Fish or Aquatic Plant that may be Harvested and the quantity that may be Harvested by that Inuk.

13.9.9 The Nunatsiavut Government shall provide to each individual to whom an opportunity to Harvest has been transferred under section 13.4.11 documentation specifying that the individual is authorized to participate for a specified period of time in the Inuit Domestic Fishery, the name of the transferor and, where an Inuit Domestic Harvest Level is established and the transferor has been allocated a portion of the Inuit Domestic Harvest Level by the Nunatsiavut Government, the species or stock of Fish or Aquatic Plant that may be Harvested and the quantity that may be Harvested.

13.9.10 The Nunatsiavut Government shall not authorize any Non-Beneficiary to Harvest or operate under a Commercial Fishing Licence, Fish processing licence or Aquaculture licence issued to the Nunatsiavut Government if that Person is not eligible to be issued a similar licence by the Minister.

13.9.11 Where the Inuit Domestic Harvest Level exceeds the Total Allowable Catch or Total Allowable Harvest, or the portion of the Total Allowable Catch or Total Allowable Harvest allocated for Inuit under section 13.6.14 or 13.6.15, the Nunatsiavut Government shall not allocate that excess.

Part 13.10 Torngat Joint Fisheries Board

13.10.1 On the Effective Date, there shall be established a public body known as the Torngat Joint Fisheries Board.

13.10.2 The Torngat Joint Fisheries Board shall consist of seven members, including the chairperson, to be appointed as follows:

(a) the chairperson shall be nominated by the members referred to in subsections (b), (c) and (d) and appointed by the federal Minister;

(b) three members shall be appointed by the Nunatsiavut Government;

(c) two members shall be appointed by the federal Minister; and

(d) one member shall be appointed by the Province.

13.10.3 If the members of the Torngat Joint Fisheries Board referred to in subsections 13.10.2(b), 13.10.2(c) and 13.10.2(d) fail to agree on the nomination of the chairperson within 60 clear days from the commencement of discussions, the appointment shall be made by the Chief Justice.

13.10.4 For purposes of section 13.10.3, discussions shall be deemed to have commenced when all members of the Torngat Joint Fisheries Board referred to in subsections 13.10.2(b), 13.10.2(c) and 13.10.2(d) have been first appointed and thereafter:

(a) 90 clear days prior to the expiration of the term of office of an incumbent chairperson; or

(b) on the date of receipt by the Torngat Joint Fisheries Board of notice of the death, resignation or termination of appointment of the incumbent chairperson.

13.10.5 Each member of the Torngat Joint Fisheries Board:

(a) shall be appointed for a term of four years;

(b) may be reappointed to office;

(c) shall, before assuming office, take and subscribe an oath in the form set out in schedule 13-A before an officer authorized by Law to administer oaths; and

(d) shall be subject to such rules relating to conflict of interest as may be agreed among the Parties from time to time but no member shall be considered to be in a position of conflict of interest or to be biased solely because the member is an Inuk or a public servant.

13.10.6 The chairperson may be removed from office for cause at any time by the federal Minister.

13.10.7 A member of the Torngat Joint Fisheries Board other than the chairperson may be removed from office for cause at any time by the Government that appointed the member.

13.10.8 No member of the Torngat Joint Fisheries Board shall be a delegate of the Government that appointed the member.

13.10.9 Subject to section 13.10.20, each member of the Torngat Joint Fisheries Board has the right to participate fully in all deliberations and decisions of the Torngat Joint Fisheries Board.

13.10.10 A vacancy in the membership of the Torngat Joint Fisheries Board, excluding the chairperson, shall be filled within 30 clear days by a replacement member appointed by the Government that made the original appointment. A vacancy in the position of the chairperson shall be filled in the manner set out in subsection 13.10.2(a) and section 13.10.3.

13.10.11 A quorum of the Torngat Joint Fisheries Board shall be the chairperson, two members appointed by the Nunatsiavut Government and one member appointed by each of the federal Minister and the Province.

13.10.12 The Torngat Joint Fisheries Board may hire the employees necessary for the conduct of its business.

13.10.13 The Parties shall review and approve the annual budget of the Torngat Joint Fisheries Board.

13.10.14 The Parties shall determine the level of compensation to be paid to members of the Torngat Joint Fisheries Board.

13.10.15 The Parties may, by agreement, accommodate other aboriginal people of Canada on the Torngat Joint Fisheries Board.

13.10.16 The Parties may identify substitutes to attend meetings of the Torngat Joint Fisheries Board if members are unable to attend.

13.10.17 The Parties shall negotiate the funding of the operations of the Torngat Joint Fisheries Board as part of the Implementation Plan.

13.10.18 Subject to section 13.10.19, all decisions of the Torngat Joint Fisheries Board shall be by consensus of the members.

13.10.19 If, in the opinion of the chairperson, a decision of the Torngat Joint Fisheries Board cannot be decided by consensus after reasonable efforts have been made to achieve consensus, the chairperson may declare that the decision shall be decided by a vote in accordance with section 13.10.20.

13.10.20 If a decision of the Torngat Joint Fisheries Board is decided by vote, the decision shall be decided by a majority of votes cast and the chairperson shall vote only in order to break a tie. In the event of a decision by vote, a member in the minority may file a report that shall be appended to the decision.

13.10.21 The Governments may have non-voting advisors or observers attend meetings of the Torngat Joint Fisheries Board. The costs of each advisor or observer shall be paid by the Government sending that individual.

13.10.22 The Torngat Joint Fisheries Board shall conduct its business in Inuktitut and in one of Canada's official languages but the Nunatsiavut Government may, from time to time, waive the requirement that business be conducted in Inuktitut.

13.10.23 Inuit may use Inuktitut in all their dealings with the Torngat Joint Fisheries Board.

13.10.24 All resolutions, decisions, rules, recommendations and advice of the Torngat Joint Fisheries Board shall be made available in Inuktitut.

13.10.25 The obligations of the Torngat Joint Fisheries Board under sections 13.10.22, 13.10.23 and 13.10.24 may be met through interpretation and translation.

13.10.26 Communication from the Torngat Joint Fisheries Board:

(a) to Canada shall be in one of Canada's official languages;

(b) to the Province shall be in English; and

(c) to the Nunatsiavut Government shall be in English and, at the request of the Nunatsiavut Government, in Inuktitut.

13.10.27 The Torngat Joint Fisheries Board may make rules respecting the management of its internal affairs and the conduct of its business.

Part 13.11 Powers and Responsibilities of the Torngat Joint Fisheries Board

13.11.1 The Torngat Joint Fisheries Board shall make recommendations to the Minister in relation to:

(a) the Conservation of species or stocks of Fish in the Labrador Inuit Settlement Area listed in schedules 13-B and 13-C, species of Aquatic Plants in the Labrador Inuit Settlement Area and Fish Habitat in the Labrador Inuit Settlement Area; and

(b) the management of fisheries in the Labrador Inuit Settlement Area, other than the Inuit Domestic Fishery and the Inuit Domestic Harvest Level, with respect to a species or stock of Fish listed in schedules 13-B and 13-C,

and shall be the primary body making such recommendations.

13.11.2 The recommendations referred to in section 13.11.1 may include recommendations respecting:

(a) waters within which Harvesting is to be carried out;

(b) the establishment of Total Allowable Catches, Total Allowable Harvests and allocations to the Labrador Inuit Settlement Area;

(c) the attachment of catch controls, such as quotas, to licences to fish;

(d) the attachment of fishing effort controls, such as vessel size and gear restrictions, to licences to fish;

(e) the management of non-aboriginal food fisheries;

(f) the management of Recreational Fishing, including the establishment and variation of quotas of Fish that may be taken for Recreational Fishing purposes from a river or watershed or from a Sports Fish Camp;

(g) the criteria and conditions for issuance of licences to transport Fish to, from and in the Labrador Inuit Settlement Area; and

(h) the criteria for issuance of Commercial Fishing Licences and licences for the commercial processing of Fish, which may include:

  (i) traditional participation in the fishery, adjacency and residency requirements;

  (ii) socio-economic needs; and

  (iii) economic viability.

13.11.3 The Torngat Joint Fisheries Board may make recommendations to the Minister on:

(a) the exercise of licensing responsibilities by authorities other than the Minister;

(b) standards and requirements for the professional certification of Harvesters engaged in commercial fisheries in the Zone;

(c) the use, management and maintenance of fishing or recreational harbours in the Labrador Inuit Settlement Area;

(d) plans for the Conservation and management of particular Fish Habitats in the Labrador Inuit Settlement Area;

(e) the Harvesting of Aquatic Plants in the Labrador Inuit Settlement Area; and

(f) Aquaculture in the Labrador Inuit Settlement Area.

13.11.4 The Torngat Joint Fisheries Board may:

(a) collect the data necessary to formulate its recommendations;

(b) subject to chapter 11, participate in Environmental Assessment processes and recommend to the Minister and the Nunatsiavut Government measures to monitor impacts of Projects and Undertakings on Fish, Aquatic Plants and Fish Habitat;

(c) if approved by the Minister and the Nunatsiavut Government, implement measures to monitor impacts of Projects and Undertakings on Fish, Aquatic Plants and Fish Habitat;

(d) conduct studies and research and undertake public education and awareness programs; and

(e) advise the Minister on any matter that relates to any species or stock of Fish or Aquatic Plant, Fish Habitat or fishery in the Labrador Inuit Settlement Area and, through advisory processes established by the Minister, the Conservation and management of Fish in Waters Adjacent to the Zone.

13.11.5 At the request of either the Minister or the Nunatsiavut Government, whichever has jurisdiction with respect to the particular matter, and subject to funding specially provided by the Government making the request, the Torngat Joint Fisheries Board may perform any function that relates to any species or stock of Fish or Aquatic Plant, Fish Habitat or fishery in the Labrador Inuit Settlement Area, including:

(a) functions related to fisheries management measures such as monitoring catch and quotas, exercising co-operative enforcement responsibilities and assisting in the resolution of fishing gear conflicts;

(b) functions related to the use, management and maintenance of fishing or recreational harbours; and

(c) functions related to Aquaculture, including the issuance of Aquaculture licences.

13.11.6 The Torngat Joint Fisheries Board shall make its recommendations to the Minister in writing and shall, at the request of the Minister, include all supporting information.

13.11.7 Before making a recommendation that might affect the Inuit Domestic Fishery, the Torngat Joint Fisheries Board shall Consult the Nunatsiavut Government. The Torngat Joint Fisheries Board shall provide the reasons, in writing, to the Nunatsiavut Government if the Torngat Joint Fisheries Board does not accept its advice. The Torngat Joint Fisheries Board shall advise the Minister of the results of the Consultation.

13.11.8 The Minister shall notify the Torngat Joint Fisheries Board, in writing, of the Minister's decision with respect to any recommendation the Torngat Joint Fisheries Board makes under sections 13.11.1 and 13.11.3 and shall give timely written reasons to the Torngat Joint Fisheries Board if the Minister does not accept its recommendation.

13.11.9 The Minister shall Consult the Torngat Joint Fisheries Board prior to establishing special initiatives or programs that relate to any species or stock of Fish or Aquatic Plant, Fish Habitat or fisheries in the Labrador Inuit Settlement Area, including licence retirement and emergency response programs.

13.11.10 The Minister shall Consult the Torngat Joint Fisheries Board before making any decision to remove or change any of the limited entry criteria applicable to participation in commercial fisheries in the Labrador Inuit Settlement Area directed at a species or stock of Fish listed in schedule 13-B that are in effect on the Effective Date.

13.11.11 The Minister shall Consult the Torngat Joint Fisheries Board before issuing any Aquaculture licence for a site in the Labrador Inuit Settlement Area.

Part 13.12 Commercial Harvesting

13.12.1 If in any calendar year after the Effective Date the Minister decides to issue more Commercial Fishing Licences to fish in the Labrador Inuit Settlement Area for a species or stock of Fish listed in schedule 13-B than the number available for issuance in the year of the Agreement, the Minister, when issuing those additional licences, shall take into account the following criteria:

(a) residency in the Labrador Inuit Settlement Area;

(b) adjacency to the Zone; and

(c) individual historical attachment to the commercial fishery of that species or stock in the Labrador Inuit Settlement Area.

13.12.2 Subject to section 13.12.9, if in any calendar year after the Effective Date the Minister decides to issue more Commercial Fishing Licences to fish in the Labrador Inuit Settlement Area for a species or stock of Fish listed in schedule 13-B than the number available for issuance in the year of the Agreement, the Minister shall offer to issue 70 percent of the additional licences to the Nunatsiavut Government.

13.12.3 Subject to section 13.12.9, if in any calendar year after the Effective Date the Minister decides to issue more Commercial Fishing Licences to fish in the Labrador Inuit Settlement Area for a species or stock of Fish listed in schedule 13-C than the number available for issuance in the year of the Agreement, the Minister shall offer to issue 60 percent of the additional licences to the Nunatsiavut Government.

13.12.4 Subject to section 13.12.9, if in any calendar year after the Effective Date the Minister decides to issue more Commercial Fishing Licences to fish in Waters Adjacent to the Zone for a species or stock of Fish listed in schedule 13-D than the number available for issuance in the year of the Agreement, the Minister shall offer to issue 20 percent of the additional licences to the Nunatsiavut Government.

13.12.5 Subject to section 13.12.9, if after the Effective Date the Minister decides to issue Commercial Fishing Licences to fish in the Labrador Inuit Settlement Area for a species or stock of Fish listed in schedule 13-C that was not subject to commercial licensing on the Effective Date, the Minister shall offer to issue 60 percent of the licences to the Nunatsiavut Government.

13.12.6 Subject to section 13.12.9, if after the Effective Date the Minister decides to issue Commercial Fishing Licences to fish in Waters Adjacent to the Zone for a species or stock of Fish listed in schedule 13-D that was not subject to commercial licensing on the Effective Date, the Minister shall offer to issue 20 percent of the licences to the Nunatsiavut Government.

13.12.7 If in any calendar year after the Effective Date the Minister decides to issue more Commercial Fishing Licences to fish for shrimp in Waters Adjacent to the Zone than the number available for issuance in the year of the Agreement, the Minister shall offer access to the Nunatsiavut Government through an additional Commercial Fishing Licence issued to the Nunatsiavut Government or by some other means to 11 percent of the quantity available to be Harvested under those licences.

13.12.8 Subject to section 13.12.9, if after the Effective Date the Minister decides to issue commercial licences to Harvest in the Labrador Inuit Settlement Area an Aquatic Plant that was not subject to commercial licensing on the Effective Date, the Minister shall offer to issue 60 percent of the licences to the Nunatsiavut Government.

13.12.9 If the system for allocating commercial opportunities in relation to a species or stock of Fish or Aquatic Plant changes from the system existing on the Effective Date, the Minister shall offer to the Nunatsiavut Government participation under the new system that is at least as favourable as that set out under sections 13.12.2 through 13.12.8 in relation to that species or stock of Fish or Aquatic Plant.

13.12.10 Nothing in this part prevents the Minister from continuing to issue Commercial Fishing Licences available for issuance on the Effective Date.

13.12.11 After Consulting the Torngat Joint Fisheries Board and the owners or operators of Sports Fish Camps existing in the Labrador Inuit Settlement Area on the Effective Date, the Minister shall establish and cap:

(a) the total amount of a species of Fish that may be taken annually at or from those Sports Fish Camps; and

(b) the amount of a species of Fish that may be taken annually at or from each such Sports Fish Camp.

13.12.12 The amount of a species of Fish established under subsection 13.12.11(b) shall not be transferred to a third party separately from a transfer of the Sports Fish Camp.

13.12.13 If the total amount of a species of Fish available for Sports Fish Camps in the Labrador Inuit Settlement Area exceeds the number established under subsection 13.12.11(a), the Minister shall make an allocation to the Nunatsiavut Government on a priority basis for the purpose of supporting the establishment and continued operation of Sports Fish Camps owned by Inuit Businesses.

13.12.14 If a commercial fishery in the Labrador Inuit Settlement Area for a species or stock of Fish listed in schedule 13-B or 13-C is closed for an indefinite period but Recreational Fishing with respect to that species or stock remains open in the Labrador Inuit Settlement Area, the Minister shall offer to the Nunatsiavut Government 80 percent of all commercial Recreational Fishing opportunities in the Labrador Inuit Settlement Area with respect to that species or stock that are surplus to the number established under subsection 13.12.11(a).

13.12.15 Any Fish that are surplus to the numbers established under subsection 13.12.11(a) and section 13.12.13 and, when applicable, section 13.12.14 may be allocated by the Minister at the Minister's discretion.

13.12.16 The Nunatsiavut Government has a right of first refusal to establish any Aquaculture Facility in the Labrador Inuit Settlement Area outside Labrador Inuit Lands and, upon approval of the Minister, to obtain the Aquaculture licences necessary to establish such Aquaculture Facility.

13.12.17 The exercise of the right of first refusal referred to in section 13.12.16 is governed by schedule 13-E.

13.12.18 If the Nunatsiavut Government does not exercise its right of first refusal under section 13.12.16, or if the right of first refusal is exercised and the Nunatsiavut Government fails, without just cause, to establish an Aquaculture Facility within two years of notifying the Minister of its intention to exercise the right of first refusal pursuant to paragraph 3 of schedule 13-E, the Minister may declare that the right of first refusal of the Nunatsiavut Government has lapsed and the opportunity to establish an Aquaculture Facility may then be made available in accordance with paragraph 9 of schedule 13-E.

13.12.19 The Province shall Consult the Nunatsiavut Government prior to making any decision to privatize or decommission any publicly-owned Fish plant or Fish processing facility in the Labrador Inuit Settlement Area.

13.12.20 If the Province decides to privatize or decommission any publicly-owned Fish plant or Fish processing facility in the Labrador Inuit Settlement Area, the Nunatsiavut Government shall have a right of first refusal to acquire the Fish plant or Fish processing facility for the sum of $1.00 and, upon approval of the Minister, to obtain the necessary licences therefor.

13.12.21 If in any calendar year after the Effective Date the Minister decides to issue more licences for land-based Fish processing capacity in the Labrador Inuit Settlement Area than the number available for issuance in the year of the Agreement or to otherwise increase the processing capacity existing on the Effective Date, the Minister shall offer to issue 70 percent of the additional licences or processing capacity to the Nunatsiavut Government.

13.12.22 For greater certainty:

(a) nothing in this part affects section 13.6.2; and

(b) nothing in the Agreement prevents Inuit from acquiring additional commercial fishing opportunities or Recreational Fishing opportunities or establishing additional Aquaculture Facilities through the processes applicable to all Persons.

13.12.23 Without limiting the authority of the Nunatsiavut Government under subsection 13.9.1(c), all licences issued to the Nunatsiavut Government under this part shall be subject to Laws of General Application governing any other similar licence.

13.12.24 For purposes of calculating the number of licences available for issuance in sections 13.12.2, 13.12.3, 13.12.4 and 13.12.7, a licence is deemed to be available for issuance if a Person is eligible to be issued the licence in accordance with the then existing federal policy for the issuance of Commercial Fishing Licences.

Part 13.13 Harvesting Outside the Labrador Inuit Settlement Area

13.13.1 Canada and the Nunatsiavut Government shall negotiate an arrangement for communal food fishing licences to be issued in accordance with the *Fisheries Act* for fishing in the Tidal Waters of Lake Melville by Beneficiaries resident in Labrador outside the Labrador Inuit Settlement Area.

13.13.2 The arrangement referred to in section 13.13.1 shall be for a period of nine years. Prior to the expiration of the nine years, the Minister may extend the arrangement.

13.13.3 An arrangement referred to in section 13.13.1 or 13.13.2:

(a) shall not form part of the Agreement; and

(b) is not intended to be a treaty or land claims agreement and is not intended to recognize or affirm aboriginal or treaty rights within the meaning of sections 25 and 35 of the *Constitution Act, 1982*.

Part 13.14 Interjurisdictional Matters

13.14.1 Any Legislation implementing an International Agreement that relates to any species or stock of Fish or Aquatic Plant, Fish Habitat or the management of fisheries in or affecting the Labrador Inuit Settlement Area shall be interpreted and administered to treat Inuit on at least as favourable a basis as any other aboriginal people of Canada.

13.14.2 Canada shall include Inuit representation, nominated by the Nunatsiavut Government, in discussions leading to the formulation of Canada's position respecting any International Agreement, or an amendment thereto, that relates to any species or stock of Fish or Aquatic Plant, Fish Habitat or the management of fisheries in or affecting the Labrador Inuit Settlement Area, and the discussions shall extend beyond those generally available to non-governmental organizations.

13.14.3 Any Legislation implementing a Domestic Interjurisdictional Agreement that relates to any species or stock of Fish or Aquatic Plant, Fish Habitat or the management of fisheries in or affecting the Labrador Inuit Settlement Area shall be interpreted and administered to treat Inuit on at least as favourable a basis as any other aboriginal people of Canada affected by the Legislation.

13.14.4 When Canada or the Province negotiates a Domestic Interjurisdictional Agreement, or an amendment thereto, that relates to any species or stock of Fish or Aquatic Plant, Fish Habitat or the management of fisheries in or affecting the Labrador Inuit Settlement Area, the Torngat Joint Fisheries Board shall have a role in the negotiations commensurate with its status, functions and responsibilities.

Schedule 13-A: Oath of Office of Torngat Joint Fisheries Board Members (subsection 13.10.5(c))

I, ____________________ do solemnly affirm (or swear) that I will faithfully, truly, impartially and honestly and to the best of my judgement, skill and ability, execute and perform the duties required of me as a member of the Torngat Joint Fisheries Board. (So help me God.)

______________________________	)	
(Officer Administering Oath)	)	
	)	______________________________
	)	(Signature of Member)
________________	)	
(Date)	)	

Schedule 13-B: (sections 13.11.1, 13.11.10, 13.12.1, 13.12.2 and 13.12.14)

ARCTIC CHAR
ATLANTIC SALMON
SCALLOP

Schedule 13-C: (sections 13.11.1, 13.12.3, 13.12.5, and 13.12.14)

GREY SEAL
HARP SEAL
RINGED SEAL
HARBOUR SEAL
HOODED SEAL
BEARDED SEAL
WALRUS
CLAM
MUSSEL
SQUID
WHELK
SHRIMP
SEA URCHIN
SEA CUCUMBER
STAR FISH
LUMP FISH
ROCK COD
TOM COD
SCULPIN
SMELT
CAPELIN
EEL
SAND LANCE
MACKEREL
HERRING
SEA TROUT
WOLF FISH
BROOK TROUT
LAKE TROUT
OUANANICHE
NORTHERN PIKE
WHITEFISH
LANDLOCKED CHAR
BURBOT
SKATE
SUCKERS
SHARK
ARCTIC COD (POLAR COD)
GRENADIER
ATLANTIC HALIBUT
FLOUNDER
SOLE
PLAICE
REDFISH
ROCK CRAB
TOAD CRAB
SNOW CRAB
PORCUPINE CRAB
STONE CRAB
SPINY CRAB
GREENLAND HALIBUT (TURBOT)

The list in this schedule is subject to the addition of further species or stocks of Fish as agreed to by the Nunatsiavut Government and the Minister.

Schedule 13-D: (sections 13.12.4 and 13.12.6)

HARP SEAL
HOODED SEAL
SQUID
SEA CUCUMBER
CAPELIN
SAND LANCE
WOLF FISH
SKATE
SHARK
ARCTIC COD (POLAR COD)
GRENADIER
ATLANTIC HALIBUT
FLOUNDER
SOLE
PLAICE
REDFISH
TOAD CRAB
SNOW CRAB
PORCUPINE CRAB
STONE CRAB
SPINY CRAB
GREENLAND HALIBUT (TURBOT)

The list in this schedule is subject to the addition of further species or stocks of Fish as agreed to by the Nunatsiavut Government and the Minister.

Schedule 13-E: Right of First Refusal for Aquaculture in the Labrador Inuit Settlement Area Outside Labrador Inuit Lands (sections 13.12.17 and 13.12.18)

1. Any Person other than an Inuit Business who intends to apply to the Minister for a licence to carry on Aquaculture in the Labrador Inuit Settlement Area outside Labrador Inuit Lands shall forward a letter of intent to the Province.

2. Within 30 clear days from receipt of a letter of intent referred to in paragraph 1, the Minister shall notify the Nunatsiavut Government.

3. The Nunatsiavut Government shall have 90 clear days from receipt of the notice under paragraph 2 to notify the Minister in writing whether or not it intends to exercise the right of first refusal referred to in section 13.12.16.

4. If the Nunatsiavut Government does not exercise the right of first refusal within the time set out in paragraph 3, the right of first refusal shall lapse.

5. The Minister shall, within 21 clear days from the receipt of notice from the Nunatsiavut Government that it intends to exercise the right of first refusal, notify the Person referred to in paragraph 1 of the Nunatsiavut Government's decision.

6. The Nunatsiavut Government shall have 120 clear days from the date it gives the notice referred to in paragraph 3 within which to complete any required community consultations, identify an operator if the operator will not be the Nunatsiavut Government (herein "designated operator"), make application for rights to occupy the proposed Aquaculture Facility and apply to the Minister for an Aquaculture licence.

7. The Minister shall approve, with or without conditions, or reject the licence application referred to in paragraph 6 within 60 clear days of the Nunatsiavut Government or designated operator obtaining an approval required under Part X of the *Environmental Protection Act* or from the aquaculture licensing committee under the *Aquaculture Act*, whichever is later.

8. If the license referred to in paragraph 6 is issued, the Nunatsiavut Government or designated operator must make every attempt to establish the Aquaculture Facility within two years from the date of the license and if the Nunatsiavut Government or designated operator fails, without just cause, to establish the Aquaculture Facility within that time, the Minister may declare that the right of first refusal of the Nunatsiavut Government has lapsed.

9. If the Minister declares that the right of first refusal of the Nunatsiavut Government has lapsed or that the licence application of the Nunatsiavut Government referred to in paragraph 6 has been finally rejected, the opportunity to obtain an Aquaculture licence may then be made available to the original applicant or other third party and the Nunatsiavut Government shall not have a further right of first refusal in relation to the application, except at the discretion of the Minister.

10. The Minister may extend any time period set out in this schedule when requested by the Nunatsiavut Government.

Chapter 14: Harvesting Compensation

Part 14.1 Definitions

14.1.1 In this chapter:

"Claim" means a claim for Compensation under section 14.5.1;

"Claimant" means an Inuk;

"Compensation" means

(a) monetary payment in a lump sum or in periodic payments;

(b) non-monetary compensation such as the repair, replacement or substitution of damaged or lost property or equipment, restoration in kind, or relocation or transportation of Inuit and their equipment to different harvesting locations; or

(c) a combination of (a) and (b);

"Developer" means:

(a) a Person undertaking a Development;

(b) the operator or general partner of a Development being undertaken by two or more Persons; or

(c) a Person or fund referred to in section 14.4.1; and

"Development" means, notwithstanding clause (f) of "Development" in section 1.1.1, Development and an activity referred to in subsection 14.3.1(c).

Part 14.2 General

14.2.1 This chapter shall be interpreted in a manner consistent with Canada's sovereignty, sovereign rights, jurisdiction and international obligations.

14.2.2 Nothing in this chapter prevents the Nunatsiavut Government and a Developer from entering into an agreement that would replace the Developer's liabilities and obligations under this chapter. Any such agreement shall be binding on all Inuit.

14.2.3 Nothing in this chapter is intended or is to be construed so as to limit or reduce the liability of a Developer to carry out or pay for Mitigation, compensation or remedial measures under other chapters of the Agreement or under applicable Laws.

14.2.4 Nothing in this chapter shall be construed as limiting or restricting any right of recourse that a Developer who is liable under section 14.5.1 may have against any Person other than the Claimant.

Part 14.3 Application of Chapter

14.3.1 This chapter applies to:

(a) Developments in Labrador Inuit Lands;

(b) Major Developments in the Labrador Inuit Settlement Area outside Labrador Inuit Lands; and

(c) marine transportation in the Zone only where the marine transportation is directly associated with:

(i) Developments in Labrador Inuit Lands;

(ii) Major Developments in the Labrador Inuit Settlement Area outside Labrador Inuit Lands;

(iii) Petroleum Exploration in the Zone; or

(iv) Petroleum Developments in the Zone.

14.3.2 This chapter does not apply to:

(a) Harvesting of Wildlife or Plants under chapter 12 or a decision or activity related to management of Wildlife or Plants under chapter 12; or

(b) Harvesting of Fish or Aquatic Plants under chapter 13 or a decision or activity related to management of Fish or Aquatic Plants under chapter 13.

Part 14.4 Marine Transportation

14.4.1 Canada shall specify a Person, a fund, or both, capable of assuming liability for marine transportation under subsection 14.3.1(c).

14.4.2 In respect of commercial marine transportation in or through the Labrador Inuit Settlement Area or Waters Adjacent to the Zone, other than marine transportation to which this chapter applies under subsection 14.3.1(c), Inuit are entitled to Compensation for losses or damages of the kind set out in section 14.5.1 under federal and Provincial Laws. Subject to section 14.4.3, provision for such Compensation under federal or Provincial Laws in the Labrador Inuit Settlement Area and Waters Adjacent to the Zone shall provide protection for Inuit at least as favourable as that afforded to Harvesters in other marine areas under federal or provincial Laws.

14.4.3 Nothing in section 14.4.2 shall be construed so as to apply or extend any federal Legislation to any marine area to which that Legislation does not apply by virtue of its own provisions.

Part 14.5 Absolute Liability

14.5.1 A Developer is liable absolutely, without proof of fault or negligence, for loss or damage suffered by a Claimant as a result of a Development, in respect of:

(a) loss or damage to property or equipment used in Harvesting, or to Wildlife, Fish, Plants or Aquatic Plants reduced into possession;

(b) present and future loss of Wildlife, Fish, Plants or Aquatic Plants Harvested in the Inuit Domestic Harvest or the Inuit Domestic Fishery;

(c) present and future loss of income from the Harvesting of Wildlife, Fish or Aquatic Plants; and

(d) present and future loss of income from the commercial Harvesting of Plants on Labrador Inuit Lands.

14.5.2 Notwithstanding section 14.5.1, a Developer is not liable where that Developer establishes that the loss or damage was wholly the result of an act of God, war, hostilities, civil war or insurrection.

14.5.3 Section 14.5.1 does not apply to a Developer whose Development is in operation on the Effective Date unless that Development is substantially expanded or modified after that date.

14.5.4 For purposes of section 14.5.1, Claimants shall make all reasonable attempts to mitigate the loss or damage referred to in that section.

Part 14.6 Legislation Limiting Liability

14.6.1 The Nunatsiavut Government may make laws in Labrador Inuit Lands in relation to the limitation of liability under part 14.5.

14.6.2 If federal or Provincial Legislation provides for the limitation of liability of Developers under this chapter or for methods of setting limits on the liability of such Developers, the Legislation:

(a) shall require proof of financial responsibility and provide for security deposits by such Developers;

(b) shall set limits on liability at levels sufficient to cover reasonably foreseeable damages in relation to various Developments; and

(c) may provide for any other matters not inconsistent with this chapter.

14.6.3 Recognizing Inuit concerns regarding collection of Compensation, Governments shall give consideration to including enforcement mechanisms in Legislation to implement this chapter.

14.6.4 Subject to section 14.6.5, if there is a Conflict between an Inuit Law under section 14.6.1 and a federal or Provincial Law under section 14.6.2, the Inuit Law prevails to the extent of the Conflict.

14.6.5 If there is a Conflict between an Inuit Law under section 14.6.1 and a federal Law with respect to marine transportation, the federal Law prevails to the extent of the Conflict.

Part 14.7 Procedure for Making a Claim

14.7.1 A Claimant may pursue a Claim alone, together with other Claimants, or through the Nunatsiavut Government.

14.7.2 A Claimant shall give written notice of a Claim to a Developer within three years from the date on which the loss or damage occurred or within three years from the date on which the loss or damage became known to the Claimant, whichever is the later, and if not given within that time, no Claim may be made.

14.7.3 If a Claim is not settled within 30 clear days from the date of receipt by the Developer of the notice referred to in section 14.7.2, a Claimant may refer the Claim to an Arbitration Panel.

14.7.4 An Arbitration Panel, in hearing a Claim, shall give weight to Inuit traditional knowledge and shall take into account the social, cultural, economic, and commercial importance of Wildlife, Plants, Fish and Aquatic Plants to Inuit.

14.7.5 An Arbitration Panel, within 30 clear days from the date of completing the hearing of a Claim, shall determine:

(a) liability under part 14.5 with respect to the Claim; and

(b) Compensation.

14.7.6 In determining an amount of Compensation to be awarded for loss or damage referred to in section 14.5.1, an Arbitration Panel may take into account any act by the Claimant which contributed to the Claimant's loss or damage.

14.7.7 As a general principle, Compensation shall not be a guaranteed annual income in perpetuity. A Compensation award may be reviewed by an Arbitration Panel at the request of any party to the arbitration that is affected by the award but only at such time as new facts or circumstances may arise or new evidence may become available.

14.7.8 When an Arbitration Panel decides where to hold a hearing, the convenience of the Claimant shall be a major factor.

14.7.9 If an Arbitration Panel determines that loss or damage referred to in section 14.5.1 resulted from the Development of more than one Developer, those Developers shall be jointly and severally liable for the whole loss or damage.

14.7.10 This chapter is without prejudice to any other rights or remedies that the Claimant may have under Laws of General Application with respect to loss or damage arising out of a Development. However, a Claimant who makes a Claim may not pursue any rights or remedies under Laws of General Application with respect to any loss or damage for which the Claim is made.

14.7.11 If a Claim against a Developer is dismissed, the same Claim may not be made again against the same Developer, but the Claimant may initiate another Claim against another Developer.

Chapter 15: Archaeology, Inuit Cultural Materials, Inuit Burial Sites and Human Remains

Part 15.1 Definitions

15.1.1 In this chapter:

"Federal Agency" means the following agencies of Canada:

(a) the Department of Indian Affairs and Northern Development;

(b) Parks Canada Agency;

(c) the National Archives of Canada; and

(d) the Canadian Museum of Civilization Corporation;

"Permitting Authority" means:

(a) the Nunatsiavut Government, in Labrador Inuit Lands and the Inuit Communities;

(b) Canada, in respect of lands under the control and administration of Canada in the Labrador Inuit Settlement Area; and

(c) the Province, in respect of all other lands in the Labrador Inuit Settlement Area.

"Private Property" means moveable property to which a Person, other than the Nunatsiavut Government or any agency or subdivision of the Nunatsiavut Government, can demonstrate ownership in Law other than by discovery or through title to or an interest in land;

"Provincial Museum" means the Provincial Museum of Newfoundland and Labrador; and

"Standards" means the standards established under part 15.13.

Part 15.2 General

15.2.1 Archaeological Materials, Archaeological Sites and Inuit Cultural Materials provide a record of Inuit prehistory, history and use and occupancy of the Labrador Inuit Settlement Area over time and are of ethnological, spiritual, cultural, historic, religious and educational importance to Inuit. The Parties therefore recognize that Inuit have an interest in and a role to play in their management, as set out in this chapter.

15.2.2 Except as may be provided pursuant to clause 9.2.2(b)(vi), this chapter applies in a National Park, National Park Reserve, National Marine Conservation Area and National Marine Conservation Area Reserve.

15.2.3 For greater certainty, Canada shall Consult and provide information to the Province and the Nunatsiavut Government with respect to Archaeological Activity in a National Park, National Park Reserve, National Marine Conservation Area and National Marine Conservation Area Reserve, in accordance with part 9.3.

15.2.4 At the request of the Nunatsiavut Government, the Province shall provide assistance to it in the recovery of Archaeological Materials, Inuit Cultural Materials and Archival Records originating in the Labrador Inuit Settlement Area that are held in foreign countries.

15.2.5 Nothing in section 15.2.4:

(a) imposes a financial obligation on the Province; or

(b) imposes an obligation to provide assistance if, in the sole discretion of the Province, it is not reasonable to do so.

15.2.6 At the request of the Nunatsiavut Government, Canada shall use reasonable efforts to facilitate Nunatsiavut Government access to Archaeological Materials and Inuit Cultural Materials originating in the Labrador Inuit Settlement Area that are held in public and private collections.

15.2.7 Canada shall contribute $5.0 million to the Nunatsiavut Government to assist in the preservation and development of Inuit heritage and Inuit heritage resources. Such contribution is included in the amounts referred to in subsection 23.5.1(a).

15.2.8 Canada shall contribute $10.0 million to a fund to be known as the Hebron Community Commemorative Fund that shall be established by the Nunatsiavut Government. Such contribution is included in the amounts referred to in subsection 23.5.1(a).

15.2.9 The Nunatsiavut Government may establish holidays and cultural leave for Inuit employed in Labrador Inuit Lands and the Inuit Communities that shall be accommodated by employers to the same extent that such employers have a duty to accommodate employees under Laws of General Application. Nothing in this section confers any jurisdiction on the Nunatsiavut Government in relation to public holidays established under Laws of General Application. For greater certainty, nothing in this section derogates from a defence or exception available to an employer under Laws of General Application respecting the duty to accommodate.

Part 15.3 Nunatsiavut Government Jurisdiction

15.3.1 The Nunatsiavut Government may make laws in relation to:

(a) Archaeological Activities in Labrador Inuit Lands and the Inuit Communities;

(b) the protection, preservation and maintenance of Archaeological Sites in Labrador Inuit Lands and the Inuit Communities;

(c) the protection, retention, preservation and maintenance of Archaeological Materials found in Labrador Inuit Lands and the Inuit Communities after the Effective Date; and

(d) the designation, identification, preservation and maintenance of historically significant buildings, including the establishment of a registry of historically significant buildings, in Labrador Inuit Lands and the Inuit Communities other than buildings under the control and administration of Canada.

15.3.2 If there is a Conflict between an Inuit Law under section 15.3.1 and a Law of General Application, the Law of General Application prevails to the extent of the Conflict.

15.3.3 The Nunatsiavut Government may make laws in relation to:

(a) the protection or disturbance of Inuit burial sites or sites of religious or spiritual significance to Inuit in Labrador Inuit Lands and the Inuit Communities;

(b) the excavation, investigation, preservation, protection, and reburial or other disposition of Inuit human remains found in Labrador Inuit Lands and the Inuit Communities; and

(c) the retention, preservation and maintenance of:

(i) Inuit Cultural Materials in Labrador Inuit Lands and the Inuit Communities, other than Inuit Cultural Material that is Private Property; and

(ii) Nunatsiavut Government records and Archival Records in Labrador Inuit Lands and the Inuit Communities that are in Inuktitut or that relate to the history, culture or affairs of Inuit, other than public records of Canada and the Province or Archival Records that are Private Property.

15.3.4 If there is a Conflict between an Inuit Law under section 15.3.3 and a federal or Provincial Law, the Inuit Law prevails to the extent of the Conflict.

15.3.5 Notwithstanding section 15.3.4, if there is a Conflict between the criminal law or a Law of General Application in relation to public health or public safety and an Inuit Law under section 15.3.3, the criminal law or the Law of General Application prevails to the extent of the Conflict.

Part 15.4 Historically Significant Buildings

15.4.1 The Nunatsiavut Government may, after Consulting the Province, designate buildings in the Labrador Inuit Settlement Area outside Labrador Inuit Lands and the Inuit Communities, other than buildings under the control and administration of Canada, that are of historical significance to Inuit.

15.4.2 A building designated under section 15.4.1 shall be declared by the Provincial Minister to be a registered historic site for purposes of Provincial Law.

15.4.3 The Provincial Minister shall Consult the Nunatsiavut Government:

(a) before entering into an agreement for the care or preservation of a building designated under section 15.4.1 or the care or preservation of the site where the building is located; and

(b) before consenting to a request to move, destroy, damage, deface, obliterate, alter, add to, mark, interfere with or remove from Newfoundland and Labrador a building designated under section 15.4.1.

15.4.4 The Nunatsiavut Government, in the Labrador Inuit Settlement Area outside the Inuit Communities, and each Inuit Community Government within its boundaries, shall be municipal authorities for purposes of easements or covenants referred to in section 30 of the *Historic Resources Act*.

Part 15.5 Consultation with respect to Legislation

15.5.1 Canada and the Province shall Consult the Nunatsiavut Government prior to introducing Legislation affecting Archaeological Materials, Archaeological Activities and Archaeological Sites.

15.5.2 The Nunatsiavut Government shall Consult Canada and the Province prior to making an Inuit Law under part 15.3.

Part 15.6 Archaeological Permitting

15.6.1 No Person may carry on an Archaeological Activity unless that Person is a Permit Holder.

15.6.2 A Permit Holder may carry out a permitted Archaeological Activity subject to the terms and conditions of the permit and applicable Laws and Bylaws.

15.6.3 Upon receipt of an application for a permit to conduct Archaeological Activity in Labrador Inuit Lands or an Inuit Community, the Nunatsiavut Government shall forward a copy of the application as soon as practicable to the Provincial Permitting Authority.

15.6.4 Prior to issuing a permit to conduct Archaeological Activity in Labrador Inuit Lands or an Inuit Community, the Nunatsiavut Government shall Consult the Provincial Permitting Authority about the permit application, whether or not a permit should be issued and, if so, the terms and conditions to be attached to it.

15.6.5 The Nunatsiavut Government, after the application for a permit to conduct an Archaeological Activity in Labrador Inuit Lands or an Inuit Community has been reviewed by an individual with appropriate qualifications and training, shall within 30 clear days from the date of receiving the application for a permit to conduct an Archaeological Activity in Labrador Inuit Lands or an Inuit Community:

(a) refuse to issue any permit; or

(b) subject to section 15.6.13, issue a permit on any terms and conditions it deems necessary.

15.6.6 Upon receipt of an application for a permit to conduct Archaeological Activity outside Labrador Inuit Lands and the Inuit Communities, the Permitting Authority shall forward a copy of the application as soon as practicable to the Nunatsiavut Government.

15.6.7 Prior to issuing a permit to conduct Archaeological Activity outside Labrador Inuit Lands and the Inuit Communities, the Permitting Authority shall Consult the Nunatsiavut Government about the permit application, whether or not a permit should be issued and, if so, the terms and conditions to be attached to it. Nothing in this section derogates from the requirements of section 15.6.13.

15.6.8 An application for a permit authorizing an Archaeological Activity may be denied where the Permitting Authority reasonably believes the applicant has contravened or failed to comply with a Law governing archaeology or any term or condition of a permit in relation to archaeology in Canada or elsewhere.

15.6.9 A Permitting Authority may:

(a) amend a permit;

(b) add terms or conditions to a permit; and

(c) cancel a permit if the Permit Holder contravenes a term or condition of the permit or any applicable Law.

15.6.10 Prior to acting under section 15.6.9,

(a) the Nunatsiavut Government shall Consult the Permitting Authority; and

(b) the federal or Provincial Permitting Authority shall Consult the Nunatsiavut Government.

15.6.11 The Nunatsiavut Government shall provide to the Permitting Authority a copy of any permit it issues to authorize Archaeological Activity in Labrador Inuit Lands or an Inuit Community and a copy of any cancellation, amendment or addition to the terms or conditions of any permit it has issued.

15.6.12 The Permitting Authority shall provide to the Nunatsiavut Government a copy of any permit the Permitting Authority issues to authorize Archaeological Activity outside Labrador Inuit Lands and the Inuit Communities and a copy of any cancellation, amendment or addition to the terms or conditions of any permit the Permitting Authority has issued.

15.6.13 A Permitting Authority shall require that a Permit Holder:

(a) protect and conserve Archaeological Materials and Archaeological Sites;

(b) provide to the Permitting Authority a full and detailed record and report, including a non-technical report, of all Archaeological Activities carried out and all Archaeological Materials and Archaeological Sites found or studied;

(c) deliver to the Permitting Authority possession of all Archaeological Materials discovered or recovered, except where the Permitting Authority requires that any Archaeological Material be left in its original or natural position within an Archaeological Site, and all associated records;

(d) encourage Inuit participation in the Archaeological Activity;

(e) restore any place disturbed during an Archaeological Activity to the condition that existed before the commencement of the Archaeological Activity to the extent that it is reasonably possible to do so;

(f) prior to conducting the Archaeological Activity, attend at a location specified by the Nunatsiavut Government in the Inuit Community closest to the site of the Archaeological Activity, to explain and discuss the activities to be carried out;

(g) upon completion of the Archaeological Activity, attend at a location specified by the Nunatsiavut Government in the Inuit Community closest to the site of the Archaeological Activity, to explain and discuss the activities completed and to provide an opportunity for residents of the Inuit

Community to examine any Archaeological Material that has been removed;

(h) avoid any disturbance of a site known to contain human remains or a site of religious or spiritual significance to Inuit unless explicitly authorized to do so;

(i) stop excavation immediately and advise the appropriate Permitting Authority if human remains are discovered during the Archaeological Activity and the Permit Holder is not explicitly authorized to disturb human remains;

(j) fulfil the terms and conditions of the permit within a time or times stipulated in it; and

(k) comply with section 15.16.1.

15.6.14 In the Labrador Inuit Settlement Area outside Labrador Inuit Lands and the Inuit Communities, a Permitting Authority may, with the consent of the Nunatsiavut Government, exempt a Permit Holder, in whole or in part, from the requirements of subsection 15.6.13(f) or 15.6.13(g).

15.6.15 A Permit Holder may not enter land to conduct an Archaeological Activity without the permission of the owner or occupant of the land unless expressly authorized to do so by a Permitting Authority under section 15.6.16.

15.6.16 A Permitting Authority may authorize a Permit Holder to enter land to conduct an Archaeological Activity without the permission of the owner or occupant of the land if the owner or occupant cannot be located after the Permit Holder has made reasonable efforts to do so or if the owner or occupant refuses entry and:

(a) the Permitting Authority reasonably believes a Person, other than a Permit Holder, may be undertaking activity that may result in the disturbance of an Archaeological Site or Archaeological Material; or

(b) the Permitting Authority believes on reasonable grounds that an emergency exists.

15.6.17 For purposes of section 15.6.16, an emergency shall exist if:

(a) a Person is wilfully ignoring a Law or the terms of a permit in respect of an Archaeological Activity, any Archaeological Material or an Archaeological Site;

(b) any Archaeological Material or an Archaeological Site is in immediate danger of being destroyed or being disturbed contrary to a Law or the terms of a permit; or

(c) the time required to obtain the permission of the owner or occupant of the land would increase the danger of any Archaeological Material or an Archaeological Site being destroyed or disturbed contrary to a Law or the terms of a permit.

Part 15.7 Human Remains

15.7.1 A Permitting Authority shall treat human remains that are removed from an Archaeological Site in accordance with this chapter.

15.7.2 If a Permitting Authority determines that human remains may be removed from an Archaeological Site, the Permitting Authority shall determine whether the cultural affiliation of the human remains:

(a) is Inuit;

(b) is not Inuit; or

(c) cannot be determined

and shall notify the other Permitting Authorities, in writing, of the results of its determination.

15.7.3 If a Permitting Authority acting under section 15.7.2 determines that human remains removed from an Archaeological Site are Inuit, it shall transfer possession of them to the Nunatsiavut Government unless, after Consulting the Nunatsiavut Government, they are returned to the Archaeological Site from which they came.

15.7.4 If a Permitting Authority acting under section 15.7.2 determines that human remains removed from an Archaeological Site are not Inuit or if it cannot determine the cultural affiliation of the human remains and they are not returned to the Archaeological Site from which they came:

(a) the Nunatsiavut Government and the Province shall jointly determine how to deal with human remains that were removed from an Archaeological Site in Labrador Inuit Lands or an Inuit Community;

(b) the Province shall determine how to deal with human remains that were removed from an Archaeological Site in the Labrador Inuit Settlement Area outside Labrador Inuit Lands and the Inuit Communities;

(c) Canada, after Consulting the Nunatsiavut Government, shall determine how to deal with human remains that were removed from an Archaeological Site in a National Park, National Park Reserve, National Marine Conservation Area or National Marine Conservation Area Reserve; and

(d) Canada shall determine how to deal with human remains that were removed from an Archaeological Site in any other lands under the control and administration of Canada.

15.7.5 If a Permitting Authority disagrees with a determination under section 15.7.2, the issue shall not be referred to arbitration under chapter 21 but may be referred for a final decision to a qualified individual appointed jointly by the relevant Permitting Authorities.

15.7.6 If the Permitting Authorities cannot agree on the appointment referred to in section 15.7.5 within 30 clear days from the start of discussions, the chairperson of the Dispute Resolution Board shall, upon the request of a Permitting Authority, make the appointment.

15.7.7 The individual appointed under section 15.7.5 or 15.7.6 shall decide whether the cultural affiliation of the human remains:

(a) is Inuit;

(b) is not Inuit; or

(c) cannot be determined.

15.7.8 The decision referred to in section 15.7.7 is binding on the Permitting Authorities and is not subject to any appeal or review.

Part 15.8 Inuit Burial Sites, Human Remains and Sites of Religious or Spiritual Significance in the Labrador Inuit Settlement Area Outside Labrador Inuit Lands and the Inuit Communities

15.8.1 This part applies to the Labrador Inuit Settlement Area outside Labrador Inuit Lands and the Inuit Communities.

15.8.2 Inuit burial sites and sites of religious or spiritual significance to Inuit shall be identified by Inuit and a list identifying such sites shall be provided to Canada and the Province by the Effective Date. The list shall not be definitive and may be amended or supplemented by the Nunatsiavut Government which shall then provide the list, as amended or supplemented, to Canada and the Province.

15.8.3 The Minister shall Consult the Nunatsiavut Government prior to issuing a permit authorizing a disturbance of a site identified in the list referred to in section 15.8.2 or that the Minister has reason to believe is an Inuit burial site or a site of religious or spiritual significance to Inuit. The Consultation shall be for the purpose of attempting to reach agreement on whether the site may be disturbed and if so on what terms and conditions. If agreement is not reached, the Minister shall give the Nunatsiavut Government the reasons, in writing, for the Minister's decision to authorize disturbance of the site.

15.8.4 If the Minister has reason to believe that a site contains Inuit human remains or is of spiritual or religious significance to Inuit and may be threatened by an Archaeological Activity, the Minister, after Consulting the Nunatsiavut Government, may cancel or amend the terms or conditions of the permit authorizing the Archaeological Activity. The Consultation shall be for the purpose of attempting to reach agreement on the cancellation or amendment of the terms or conditions. If agreement is not reached, the Minister shall give the Nunatsiavut Government written reasons for the decision.

15.8.5 A Consultation referred to in section 15.8.3 or 15.8.4 may be terminated by the Minister 30 clear days from the date it is initiated if the Consultation has failed to result in agreement.

15.8.6 If Canada or the Province determines that Inuit human remains must be removed from an Inuit burial site, the Nunatsiavut Government shall determine the reburial or other disposition of the Inuit human remains once removed from the Inuit burial site but, if the Nunatsiavut Government wishes to bury or otherwise dispose of the Inuit remains in a National Park, National Park Reserve, National Marine Conservation Area or National Marine Conservation Area Reserve, Canada and the Nunatsiavut Government must jointly agree.

15.8.7 A disagreement as to whether a burial site contained in the list provided under section 15.8.2 is an Inuit burial site shall not be referred to arbitration under chapter 21 but may be referred for a final decision to a qualified individual appointed jointly by the relevant Permitting Authorities.

15.8.8 If the relevant Permitting Authorities cannot agree on the appointment referred to in section 15.8.7 within 30 clear days from the start of discussions, the chairperson of the Dispute Resolution Board shall, upon the request of a Permitting Authority, make the appointment.

15.8.9 The individual appointed under section 15.8.7 or 15.8.8 shall decide whether the burial site is an Inuit burial site.

15.8.10 The decision referred to in section 15.8.9 is binding on the Parties and is not subject to any appeal or review.

Part 15.9 Emergency Provisions

15.9.1 If a Permitting Authority believes on reasonable grounds that an emergency exists, it may act without first Consulting the other Permitting Authority in accordance with section 15.6.4, 15.6.7, 15.6.10, 15.8.3 or 15.8.4 but as soon as practicable thereafter shall inform the other Permitting Authority of, and provide the reasons for, the action. For purposes of this section, an emergency shall exist if:

(a) there is an unplanned critical situation that has the potential to result in the destruction of or significant injury or damage to Archaeological Material or an Archaeological Site; and

(b) the time required to Consult would exacerbate the potential for such destruction or damage.

Part 15.10 Contracting and Employment

15.10.1 Archaeological Activities shall be considered work, economic activities and opportunities for business and employment for purposes of parts 7.8, 7.9 and 7.10.

Part 15.11 Title to Archaeological Material

15.11.1 In this part, "Archaeological Material" does not include human remains.

15.11.2 The title to all Archaeological Material found in Labrador Inuit Lands after the Effective Date is vested in the Nunatsiavut Government.

15.11.3 The Nunatsiavut Government shall not sell or alienate Archaeological Material referred to in section 15.11.2, or lend that Archaeological Material for longer than renewable five year periods.

15.11.4 The title to and management of all Archaeological Material found on lands under the control and administration of Canada after the Effective Date is vested jointly in the Nunatsiavut Government and Canada.

15.11.5 With respect to Archaeological Material referred to in section 15.11.4, neither the Nunatsiavut Government nor Canada, without the prior written agreement of the other, shall:

(a) sell, alienate, lend or dispose of possession of, that Archaeological Material;

(b) seek or submit to sever or partition title to that Archaeological Material; or

(c) make use of that Archaeological Material so as to cause a physical alteration to it or to diminish its integrity or value.

15.11.6 The title to and management of all Archaeological Material found in the Labrador Inuit Settlement Area outside Labrador Inuit Lands after the Effective Date, other than on lands under the control and administration of Canada, is vested jointly in the Nunatsiavut Government and the Province.

15.11.7 With respect to Archaeological Material referred to in section 15.11.6, neither the Nunatsiavut Government nor the Province, without the prior written agreement of the other, shall:

(a) sell, alienate, lend or dispose of possession of, that Archaeological Material;

(b) seek or submit to sever or partition title to that Archaeological Material; or

(c) make use of that Archaeological Material so as to cause a physical alteration to it or to diminish its integrity or value.

15.11.8 Any act or instrument contrary to sections 15.11.3, 15.11.5 or 15.11.7 is void and of no effect.

Part 15.12 Transfers from Federal Agencies

15.12.1 The Canadian Museum of Civilization Corporation shall transfer to the Nunatsiavut Government, without condition, all its legal interests in, and possession of, the Archaeological Material set out in schedule 15-A:

(a) as soon as practicable following a request by the Nunatsiavut Government;

(b) if there is no request by the Nunatsiavut Government, five years after the Effective Date; or

(c) by any other date agreed to by the Canadian Museum of Civilization Corporation and the Nunatsiavut Government.

15.12.2 The transfer under section 15.12.1 of the legal interests in, and possession of, the Archaeological Material set out in schedule 15-A is deemed to occur when the Archaeological Material arrives at a location for delivery designated in writing by the Nunatsiavut Government.

15.12.3 If the Nunatsiavut Government does not designate a location for delivery, the Canadian Museum of Civilization Corporation shall deliver the Archaeological Material set out in schedule 15-A to the address for the Nunatsiavut Government set out in section 2.20.8.

15.12.4 The Canadian Museum of Civilization Corporation:

(a) shall continue to hold the Archaeological Material set out in schedule 15-A under the same terms and conditions as they are held on the Effective Date, until they are delivered to the Nunatsiavut Government;

(b) shall not be liable for any loss or damage to the Archaeological Material set out in schedule 15-A unless the loss or damage results from dishonesty, gross negligence, or malicious or wilful misconduct of its employees or agents; and

(c) shall determine the transportation arrangements for, and transport, the Archaeological Material set out in schedule 15-A in accordance with the prevailing practices of the Canadian Museum of Civilization Corporation for transportation of Archaeological Material to museums.

Part 15.13 Standards

15.13.1 The Nunatsiavut Government, Canada and the Province shall negotiate for the purpose of concluding an agreement on the standards for the safekeeping of Archaeological Materials and Inuit Cultural Materials. If an agreement cannot be reached within 90 clear days from the start of negotiations or longer period agreed to by the Parties, the matter shall be referred to dispute resolution under chapter 21.

15.13.2 An Arbitration Panel established to arbitrate a Dispute under section 15.13.1 shall:

(a) appoint a specialist who has expertise in the matter or matters under Dispute to assist the Panel in establishing the standards; and

(b) establish the standards.

15.13.3 The Standards may be reviewed from time to time and amended by written agreement of the Parties.

Part 15.14 Improperly Obtained Materials in Possession of the Provincial Museum

15.14.1 Subject to the Standards, any Inuit Cultural Material that has been obtained in an improper manner and is in the custody or under the control of the Provincial Museum shall be transferred to the Nunatsiavut Government.

15.14.2 A Dispute concerning whether the Inuit Cultural Material referred to in section 15.14.1 was obtained in an improper manner shall be referred to arbitration under chapter 21.

Part 15.15 Management and Loans of Archaeological Materials and Inuit Cultural Materials

15.15.1 The Province and the Nunatsiavut Government shall use best efforts to maximize the amount of Archaeological Material and Inuit Cultural Material that is kept, maintained, stored or displayed in the Labrador Inuit Settlement Area whether recovered before or after the Effective Date.

15.15.2 Nothing in section 15.15.1 shall be construed so as to impose on the Province or the Nunatsiavut Government:

(a) a duty to carry out, encourage, promote or authorize Archaeological Activity or the recovery of Archaeological Materials and Inuit Cultural Materials;

(b) a financial obligation; or

(c) an obligation to provide assistance to any Person,

if, in its sole discretion, it is not reasonable to do so.

15.15.3 Subject to section 15.15.6, the Nunatsiavut Government and the Provincial Museum shall comply with the Standards in relation to any Archaeological Material or Inuit Cultural Material that is in its possession.

15.15.4 If the Nunatsiavut Government does not meet the Standards in relation to any Archaeological Material or Inuit Cultural Material transferred or loaned to the Nunatsiavut Government, the Government that transferred or loaned the material may take back possession of the material until the Nunatsiavut Government meets the Standards.

15.15.5 If there is a Dispute about whether the Nunatsiavut Government or the Provincial Museum meets or is complying with the Standards, the Dispute shall be resolved under chapter 21.

15.15.6 A Government lending or transferring Archaeological Material or Inuit Cultural Material to another Government may waive the application of any or all of the Standards.

15.15.7 The Nunatsiavut Government may request a loan of Archaeological Material or Inuit Cultural Material from the Provincial Museum or a Federal Agency and the request shall not be refused unless:

(a) the Nunatsiavut Government is unable to maintain the material in accordance with the Standards;

(b) the Provincial Museum or the Federal Agency currently requires the material for its own active display or research or on account of the unique characteristics of the material or to maintain the integrity of its collection;

(c) the condition of the material prohibits its movement;

(d) the material is currently on loan to another party;

(e) ownership of the material is under dispute; or

(f) the Provincial Museum or the Federal Agency is unable to loan the material because of some term or condition of its original acquisition from a non-governmental source.

15.15.8 Unless the Provincial Museum or the Federal Agency agrees otherwise, no loan shall take place under section 15.15.7 until the Standards are established.

15.15.9 When complying with a request under section 15.15.7, the Provincial Museum or the Federal Agency may establish reasonable terms and conditions for:

(a) the transportation of the material;

(b) the duration or termination of the loan; and

(c) the protection and presentation of the material, if the Standards have not been established.

15.15.10 If the Nunatsiavut Government requests a loan under section 15.15.7 but the material is currently on loan to another Person, the Nunatsiavut Government shall have priority over others to obtain possession of the material once it is returned to the Provincial Museum or the Federal Agency.

15.15.11 If the Provincial Museum or a Federal Agency requests a loan of Archaeological Material or Inuit Cultural Material from the Nunatsiavut Government, the Nunatsiavut Government shall not unreasonably deny the request.

15.15.12 The Nunatsiavut Government shall not unreasonably deny requests by another Person for loans of Archaeological Material and Inuit Cultural Material in the possession of the Nunatsiavut Government. It shall not be unreasonable for the Nunatsiavut Government to deny requests for loans where the borrower is not subject to a similar obligation to make loans to another Person.

15.15.13 When complying with a request under section 15.15.11 or 15.15.12, the Nunatsiavut Government may establish reasonable terms or conditions for the protection, presentation or transportation of the material and, subject to section 15.11.3, the duration or termination of possession.

15.15.14 The Nunatsiavut Government shall provide reasonable access to all Archaeological Material and Inuit Cultural Material in its possession, commensurate with public and scientific interest.

15.15.15 The Provincial Museum or a Federal Agency shall not unreasonably deny requests to provide Inuit with access to any Archaeological Material and Inuit Cultural Material in its collection that is not displayed in the Labrador Inuit Settlement Area.

15.15.16 Liability and costs associated with loans of Archaeological Material and Inuit Cultural Material under this part shall be borne by the borrower.

15.15.17 When the Nunatsiavut Government and another Person request a loan of the same Archaeological Material or Inuit Cultural Material from a Federal Agency for the same or an overlapping time period and the Archaeological Material or Inuit Cultural Material is in the possession of the Federal Agency and is available for loan, the Nunatsiavut Government shall have priority over all other Persons to obtain possession of the Archaeological Material or Inuit Cultural Material.

Part 15.16 Archaeological Records

15.16.1 A Permit Holder carrying out an Archaeological Activity in Labrador Inuit Lands or an Inuit Community shall provide duplicate originals of required reports, forms and records to each of the Nunatsiavut Government and the Province, and a Permit Holder carrying out an Archaeological Activity outside Labrador Inuit Lands and the Inuit Communities shall provide duplicate original copies of required reports, forms and records to the Nunatsiavut Government.

15.16.2 Each Permitting Authority shall maintain:

(a) all records in existence on the Effective Date of Archaeological Activities, Archaeological Materials and Archaeological Sites; and

(b) the reports, forms and records referred to in section 15.16.1 and subsections 15.6.13(b) and 15.6.13(c).

15.16.3 Canada and the Province shall provide the Nunatsiavut Government with a copy of their respective inventories for Archaeological Materials and Archaeological Sites, including:

(a) Archaeological Site record forms for known Archaeological Sites; and

(b) all Archaeological Site inventory maps showing the location of known Archaeological Sites.

15.16.4 Canada and the Provincial Museum shall provide the Nunatsiavut Government with a catalogue of the Archaeological Material owned or possessed by the relevant Government, upon request by the Nunatsiavut Government.

15.16.5 Without restricting subsections 15.6.13(f) and 15.6.13(g), each Party shall treat and use records of each Archaeological Site in the Labrador Inuit Settlement Area in a manner that will protect, preserve and maintain the Archaeological Site to which the records relate including, as appropriate, by keeping the records confidential.

15.16.6 Each Government, upon the request of another Government, shall provide copies of any reports in its possession concerning any Archaeological Activities, Archaeological Materials or Archaeological Sites that the requesting Government does not possess.

15.16.7 Governments shall update the information to be provided to each other under this part on a regular basis.

15.16.8 On the Effective Date, Canada and the Provincial Museum shall provide the Nunatsiavut Government with a list of the Inuit Cultural Material owned and controlled by them.

Part 15.17 Archival Records

15.17.1 If the Nunatsiavut Government requests from a Federal Agency:

(a) the loan of original Archival Records that are created or held by Canada for exhibition; or

(b) copies of such Archival Records for research or study purposes,

the request shall be treated on at least as favourable a basis as similar requests from other institutions.

15.17.2 Part 15.12 does not apply to Archival Records held by Canada.

15.17.3 If the Nunatsiavut Government requests from the Provincial Archives of Newfoundland and Labrador:

(a) the loan of original Archival Records that are owned and controlled by the Provincial Archives of Newfoundland and Labrador for exhibition; or

(b) copies of such Archival Records for research or study purposes,

the request shall be treated on at least as favourable a basis as similar requests from other institutions.

Schedule 15-A: Archaeological Material to Be Transferred from the Canadian Museum of Civilization to the Nunatsiavut Government

CATALOGUE NO.	DESCRIPTION	QTY	ACCESSION NO.
IX-A: 34	bone knife	1	148
HaCh-1:1	string of tiny coloured seed beads (2300 in quantity).	1	1260
HaCh-1:2	parts of metal spoons	4	1260
HaCh-1:3	fragments of metal pendants	5	1260
HaCh-1:4	metal beads	41	1260
HaCh-1:5	toy soapstone vessel	1	1260
HaCh-1:6	bird-bone beads	3	1260
HaCh-1:7	ornamental wood pin	1	1260
HaCh-1:8	wooden buttons	7	1260
HaCh-1:9	scrap of hide	1	1260
HaCh-1:10	scrap of seal hair	1	1260
HaCh-1:11	pieces of metal ornaments	5	1260
HaCh-1:12	pieces worked wood	4	1260
HaCh-1:13	metal band (two pieces)	1	1260
HaCh-1:14	parts of wooden dishes	1	1260
HaCh-1:15	soapstone lamp	1	1260
	Total	78	

Chapter 16: Place Names

Part 16.1 Definitions

16.1.1 In this chapter:

"Place" includes a location, geographic feature and landmark.

Part 16.2 General

16.2.1 The Nunatsiavut Government is the final authority on the spelling and pronunciation of Place names in Inuktitut in Newfoundland and Labrador.

Part 16.3 Place Names in Labrador Inuit Lands and the Inuit Communities

16.3.1 Subject to this part, the Nunatsiavut Government has the exclusive power:

(a) to select Place names, rename Places, recognize alternative Place names and determine the suitability of Place names in Labrador Inuit Lands;

(b) to rename the Inuit Communities and to select Place names, rename Places, recognize alternative Place names and determine the suitability of Place names with respect to Places that are wholly situated within the boundaries of the Inuit Communities; and

(c) with respect to Places that do not have official names that are situated on a boundary of Labrador Inuit Lands or that extend within and outside Labrador Inuit Lands or that run through Labrador Inuit Lands, to select Place names, rename Places, recognize alternative Place names and determine the suitability of Place names.

16.3.2 The Nunatsiavut Government, in carrying out its powers under section 16.3.1, shall Consult the Newfoundland and Labrador Geographic Names Board and may collaborate with the Geographical Names Board of Canada.

16.3.3 The Nunatsiavut Government shall provide the Minister, the Newfoundland and Labrador Geographic Names Board and the Geographical Names Board of Canada with written notice of a decision under section 16.3.1.

16.3.4 The Minister may approve or disallow a decision of the Nunatsiavut Government under section 16.3.1 within 60 clear days from the date when the decision is received.

16.3.5 If the Minister disallows a decision of the Nunatsiavut Government under section 16.3.1, the Minister shall give the Nunatsiavut Government the reasons, in writing.

The Nunatsiavut Government may make a new decision and sections 16.3.2, 16.3.3, 16.3.4, 16.3.6 and 16.3.7 and this section apply to the new decision.

16.3.6 If the Minister does not give notice of disallowance of a Nunatsiavut Government decision under section 16.3.1 within the time set out in section 16.3.4, the decision is deemed to have been approved.

16.3.7 The Nunatsiavut Government shall not publish a decision under section 16.3.1 until the decision has been approved under section 16.3.4 or 16.3.6.

16.3.8 A Place name that has been approved in accordance with this part is the Place name for official purposes and shall be used by all Governments in the preparation of maps and other publications.

16.3.9 Notwithstanding section 16.3.8, neither a Law nor an order, contract, summons, information, writ or other instrument affecting rights shall be considered to be invalid merely by reason of the use of a Place name that has not been approved in accordance with this part.

Part 16.4 Place Names Outside Labrador Inuit Lands and the Inuit Communities

16.4.1 The Minister shall Consult the Nunatsiavut Government about:

(a) any proposed new Place name or change of Place name in the Labrador Inuit Settlement Area outside Labrador Inuit Lands and the Inuit Communities;

(b) any proposed new Place name in Inuktitut or change of Place name in Inuktitut in Newfoundland and Labrador outside the Labrador Inuit Settlement Area; and

(c) any proposed change of Place name with respect to a Place that has an official name and that is situated on a boundary of Labrador Inuit Lands or that extends within and outside Labrador Inuit Lands or that runs through Labrador Inuit Lands.

16.4.2 The Minister shall give the Nunatsiavut Government the reasons, in writing, for declining or varying any views or recommendations of the Nunatsiavut Government provided under section 16.4.1.

Chapter 17: Labrador Inuit Self-Government

Part 17.1 Definitions

17.1.1 In this chapter:

"Alcoholic Beverage" includes:

(a) alcohol;

(b) alcoholic spirituous, vinous, fermented malt or other intoxicating liquor or combination of liquors; and

(c) mixed liquor a part of which is spirituous, vinous, fermented or otherwise intoxicating;

"AngajukKak" means the chief executive officer and mayor of an Inuit Community Government;

"Descendant" means an individual:

(a) who is a Non-Beneficiary;

(b) who is a Canadian citizen or a permanent resident of Canada under federal Legislation;

(c) who was born after May 10th, 1999;

(d) either or both of whose parents was a Resident at the time of the individual's birth; and

(e) who has been ordinarily resident in an Inuit Community since birth;

"Environment" means the components of the earth and includes:

(a) land, water and air, including all layers of the atmosphere;

(b) all organic and inorganic matter and living organisms; and

(c) the interacting natural systems that include the components referred to in clauses (a) and (b);

"Environmental Emergency" means an uncontrolled, unplanned, accidental or unlawful release of a substance into the Environment, or the reasonable likelihood of such release, that:

(a) has or may have an immediate or long-term harmful effect on the Environment;

(b) constitutes or may constitute a danger to the Environment on which human life depends; or

(c) constitutes or may constitute a danger to human life or health;

"Intellectual Property" means any intangible property right, including patents, copyrights, trademarks, industrial designs, integrated circuit topographies and plant breeder's rights, that results from any intellectual activity in the industrial, scientific, literary or artistic fields;

"Inuit Community Council" means the body exercising legislative authority in an Inuit Community Government;

"Inuit Community Councillor" means an elected member of an Inuit Community Council;

"Inuit Correctional Service" means the correctional service established pursuant to an Inuit Law under section 17.32.1;

"Inuit Court" means a court established pursuant to an Inuit Law under section 17.31.1;

"New Resident" means an individual who:

(a) is a Non-Beneficiary;

(b) is a Canadian citizen or a permanent resident of Canada under federal Legislation; and

(c) became ordinarily resident in an Inuit Community after May 10th, 1999;

"Provincial Court" means the Provincial Court of Newfoundland and Labrador;

"Provincial Crown Land" means all lands in the Labrador Inuit Settlement Area, except:

(a) lands that are being used by, or that are approved for use by, the Province;

(b) lands that are under the control and administration of Canada;

(c) lands lawfully alienated from the Province; and

(d) Labrador Inuit Lands;

"Resident" means an individual who:

(a) is a Non-Beneficiary;

(b) is a Canadian citizen or a permanent resident of Canada under federal Legislation; and

(c) was ordinarily resident in an Inuit Community on May 10th, 1999 and who has been ordinarily resident in an Inuit Community since that time; and

"Young Person" means a young person as defined in the *Youth Criminal Justice Act*.

Part 17.2 General

17.2.1 The Agreement exhaustively sets out the law-making authorities and self-government rights of Inuit.

17.2.2 The Nunatsiavut Government is responsible for intergovernmental affairs and relations between Inuit Government, and Canada or the Province, or both.

Part 17.3 The Labrador Inuit Constitution

17.3.1 Inuit shall establish the Labrador Inuit Constitution.

17.3.2 The Labrador Inuit Constitution shall be effective as the fundamental law of Inuit to the extent that it is consistent with the Agreement.

17.3.3 The Labrador Inuit Constitution shall provide for the following matters:

(a) the establishment of a government for Inuit and Labrador Inuit Lands, to be known as the Nunatsiavut Government, and the legislative and executive institutions of the Nunatsiavut Government, including their composition, powers, and duties;

(b) subject to part 17.40, the establishment of a local government for each of the Inuit Communities and matters related to their organization and administration, including the powers of the AngajukKak;

(c) a guarantee of the right of Inuit to participate in the institutions of Inuit Government;

(d) a requirement that the executive officers and the members of the legislative institutions of the Nunatsiavut Government be responsible to Inuit in accordance with principles of democracy;

(e) subject to part 17.40, the establishment of the qualifications of and procedures for the selection of the executive officers and the election of members of the legislative institutions of Inuit Government;

(f) a requirement that the Nunatsiavut Government be financially accountable to Inuit;

(g) a requirement that Inuit Government establish rules respecting conflict of interest for executive officers, members of legislative institutions and officials and employees of Inuit Government;

(h) the establishment of procedures for challenges of an Inuit Law or a Bylaw; and

(i) amendment of the Labrador Inuit Constitution by Inuit, in accordance with principles of democracy.

17.3.4 The Labrador Inuit Constitution may provide for the following matters:

(a) subject to part 17.40, the exercise of the jurisdictions and authorities of Inuit Government or any of their respective capacities, rights and powers, including the power referred to in subsection 4.4.4(b);

(b) the establishment of municipal governments in Labrador Inuit Lands by the Nunatsiavut Government;

(c) the establishment of Inuit Community Corporations in the upper Lake Melville area and other areas outside the Labrador Inuit Settlement Area to represent Inuit resident in those areas and provide for their participation in the Nunatsiavut Government;

(d) the relationships among the Nunatsiavut Government and Inuit Community Governments, municipal governments in Labrador Inuit Lands and the Inuit Community Corporations;

(e) the recognition of Inuit customary law and the application of Inuit customary law to Inuit with respect to any matter within the jurisdiction and authority of the Nunatsiavut Government as set out in the Agreement on condition that any recognition or application of Inuit customary law shall be proclaimed, published and registered in accordance with part 17.5; and

(f) an Inuit charter of human rights.

17.3.5 The Labrador Inuit Constitution that was approved in a referendum on April 15th, 2002 by over 66 percent of members of Labrador Inuit Association of the full age of 16 years or older who voted in the referendum, as amended according to its provisions prior to the Effective Date, shall come into force on the Effective Date.

17.3.6 Subject to residency, age and other requirements under the Labrador Inuit Constitution or under Inuit Laws, Inuit are eligible to vote in Nunatsiavut Government elections and to hold office in the Nunatsiavut Government.

Part 17.4 Legal Status of Inuit Government

17.4.1 The Nunatsiavut Government and each Inuit Community Government is a legal entity with the capacity, rights, powers and privileges of a natural person and may:

(a) enter into contracts and agreements;

(b) acquire and hold property or any interest therein and sell or otherwise dispose of that property or interest;

(c) raise, borrow, invest and expend money;

(d) sue and be sued;

(e) form corporations and other legal entities under federal or Provincial Laws; and

(f) do other things ancillary to the exercise of the capacities, rights, powers and privileges set out in this section.

Part 17.5 Registry of Laws

17.5.1 The Nunatsiavut Government shall:

(a) maintain a public registry of the Labrador Inuit Constitution, Inuit Laws, including Inuit customary laws in respect of matters within the jurisdiction of the Nunatsiavut Government, and Bylaws;

(b) provide Canada with copies of the Labrador Inuit Constitution, Inuit Laws and Bylaws and any amendments to any of them in one of Canada's official languages as soon as practicable after they come into effect;

(c) provide the Province with copies of the Labrador Inuit Constitution, Inuit Laws and Bylaws and any amendments to any of them in English as soon as practicable after they come into effect; and

(d) establish procedures for the proclamation and publication of Inuit Laws and Bylaws.

17.5.2 Each Inuit Community Government shall maintain, in the Inuit Community, a public registry of its Bylaws.

17.5.3 The Inuit Court shall take judicial notice of Inuit Laws and Bylaws.

17.5.4 In any Legal Proceeding, other than one before the Inuit Court, a copy of an Inuit Law or Bylaw that is certified as a true copy by a duly authorized officer of the Nunatsiavut Government or the Inuit Community Government, as the case may be, is evidence of its enactment on the date specified in the Inuit Law or Bylaw without proof of the officer's signature or official status, and no such Inuit Law or Bylaw is invalid by reason of any defect in form.

Part 17.6 Delegation

17.6.1 The Nunatsiavut Government may delegate the exercise of any of its jurisdictions, authorities, capacities, rights, powers and privileges to:

(a) an agency, official, municipality, school board, legal entity or institution of the Nunatsiavut Government;

(b) an Inuit Community Corporation;

(c) an Inuit Community Government or the Inuit members of an Inuit Community Government;

(d) Canada or the Province;

(e) a municipality, school board, or other legal entity established by Canada or the Province; or

(f) another aboriginal government in Newfoundland and Labrador.

17.6.2 Any delegation by the Nunatsiavut Government under subsections 17.6.1(b), (c), (d), (e) and (f) shall be effective only upon the written agreement of the delegate and may be terminated on written notice.

17.6.3 The Nunatsiavut Government has the authority to receive powers delegated to it by any entity referred to in subsections 17.6.1(b), (d), (e), (f) and, subject to section 17.6.6, an Inuit Community Government.

17.6.4 Any delegation of powers to the Nunatsiavut Government under section 17.6.3 shall be effective only upon the written agreement of the Nunatsiavut Government.

17.6.5 Except as provided in section 17.6.6, an Inuit Community Government shall not delegate the exercise of any of its jurisdictions, authorities, capacities, rights, powers and privileges to any Person other than an agency, official, legal entity or institution of the Inuit Community Government.

17.6.6 An Inuit Community Government may delegate the exercise of any of its jurisdictions, authorities, capacities, rights, powers and privileges under section 17.41.1 and 17.41.3 to any Person with the consent of all Inuit Community Councillors other than those who are additional representatives under an Inuit Law made pursuant to section 17.7.3 but the delegation expires with the election of a new Inuit Community Council.

Part 17.7 General Provisions Respecting Inuit Government Legislative Jurisdiction

17.7.1 The Nunatsiavut Government may incorporate by reference within an Inuit Law, and an Inuit Community Government may incorporate by reference within a Bylaw, any Law of General Application in respect of a matter within its jurisdiction under the Agreement.

17.7.2 An Inuit Law shall not be invalid merely because, in its application, it does not meet a standard required under section 17.12.4, 17.13.3, 17.15.3, 17.19.2 or 17.33.3.

17.7.3 The Nunatsiavut Government may make laws in relation to:

(a) the internal affairs of the Nunatsiavut Government including, without affecting the proportion of Inuit Community Councillors required for decision-making in relation to matters referred to in sections 17.41.1 and 17.41.3, laws to provide for additional representatives who are Inuit to serve on Inuit Community Councils for the matters referred to in section 17.41.7; and

(b) subject to part 17.40, the qualifications, other than qualifications respecting residency, of electors and candidates in Inuit Community Council elections.

17.7.4 For greater certainty, the authority of the Nunatsiavut Government to make laws in respect of a matter, as set out in the Agreement, includes the authority to make laws and to do other things as may be necessarily incidental to exercising its authority to make laws.

17.7.5 If there is a Conflict between an Inuit Law under section 17.7.3 and a federal or Provincial Law, the Inuit Law prevails to the extent of the Conflict.

17.7.6 The Nunatsiavut Government may make laws in relation to access to information held by the Nunatsiavut Government under Inuit Laws.

17.7.7 If there is a Conflict between an Inuit Law under section 17.7.6 and a federal or Provincial Law, the Inuit Law prevails to the extent of the Conflict unless otherwise agreed pursuant to an agreement entered into under chapter 20.

Part 17.8 Powers of the Nunatsiavut Government in Relation to Culture and Language

17.8.1 The Nunatsiavut Government may make laws in relation to Inuit culture and Inuktitut in Labrador Inuit Lands and the Inuit Communities, including:

(a) laws to preserve, promote and develop Inuit spiritual beliefs, Inuit sacred knowledge and Inuit sacred sites;

(b) subject to chapter 15, laws to preserve, promote and develop Inuit cultural heritage; and

(c) laws to preserve, promote and develop Inuit traditional knowledge.

17.8.2 The jurisdiction of the Nunatsiavut Government under section 17.8.1 does not include the jurisdiction to make laws in relation to the official languages of Canada. Nothing in an Inuit Law or a Bylaw shall limit the operation of federal Legislation in relation to the official languages of Canada.

17.8.3 Nothing in the Agreement shall be construed as providing the Nunatsiavut Government with any jurisdiction to make laws in relation to Intellectual Property.

17.8.4 For greater certainty, the Nunatsiavut Government may provide programs and services in relation to Inuit culture and Inuktitut to Inuit resident in Newfoundland and Labrador outside Labrador Inuit Lands and the Inuit Communities.

17.8.5 If there is a Conflict or an inconsistency between an Inuit Law under section 17.8.1 and a federal or Provincial Law or a Bylaw, the Inuit Law prevails to the extent of the Conflict or inconsistency.

Part 17.9 Powers of the Nunatsiavut Government in Relation to Local Matters in Labrador Inuit Lands and the Inuit Communities

17.9.1 The Nunatsiavut Government may make laws in relation to the following matters in Labrador Inuit Lands outside the Inuit Communities:

(a) the establishment of a system of administration for the governance of Labrador Inuit Lands;

(b) municipal parks and recreation, amusements, entertainment and entertainment facilities and public waiting areas;

(c) curfews;

(d) public libraries;

(e) shop closing, billboards and public advertising, street trading and vending; and

(f) any other matters of a local or municipal nature as agreed by the Parties.

17.9.2 If there is a Conflict between an Inuit Law under subsections 17.9.1(a) through (e) and a federal or Provincial Law, the Inuit Law prevails to the extent of the Conflict. In the event of a Conflict between an Inuit Law under subsection 17.9.1(f) and a federal or Provincial Law, paramountcy will be determined by agreement of the Parties.

17.9.3 Subject to section 17.9.6, the Nunatsiavut Government may make laws in Labrador Inuit Lands outside the Inuit Communities in relation to the following matters:

(a) regulation of buildings and their use and occupancy;

(b) the protection of Water supplies, the prevention and remediation of erosion, and the provision of services such as Water, sewer, lighting, waste removal and disposal, storm water drainage, snow clearance, removal and disposal, and the prevention, management and removal of core ice and ice in built-up areas;

(c) fire protection and fire fighting services;

(d) the prohibition and control of noise or other nuisances;

(e) cemeteries and crematoria;

(f) care and keeping of livestock, poultry and pets, the impoundment and disposal of any animal improperly at large or diseased, and the burial and disposal of dead animals or animal parts;

(g) the licensing of businesses;

(h) municipal public works, public places and public facilities;

(i) the use of a stand or vehicle whether or not that stand or vehicle is self-moving, drawn by another vehicle or person or is temporarily or permanently stationary, or is a stand or vehicle for the sale of food or goods;

(j) the method of the display for sale or rental in shops of pornographic books, magazines, films or other pornographic reading or viewing material and the entrance of minors to such shops;

(k) the operation of recreational vehicles and other vehicles not licensed under the *Highway Traffic Act*, including the requirement for licenses;

(l) parking lots and parking garages and controlling or prohibiting the parking of commercial vehicles; and

(m) taxis.

17.9.4 Subject to section 17.9.6, the Nunatsiavut Government may make laws in Labrador Inuit Lands in the Inuit Communities in relation to the following matters:

(a) regulation of buildings and their use and occupancy;

(b) services such as Water, sewer, lighting, waste removal and disposal, storm water drainage, snow clearance, removal and disposal, and the prevention, management and removal of core ice and ice in built-up areas;

(c) the prohibition and control of noise or other nuisances;

(d) parking lots and parking garages and controlling or prohibiting the parking of commercial vehicles; and

(e) public works, public places and public facilities.

17.9.5 If there is a Conflict between an Inuit Law under subsections:

(a) 17.9.3(a) through (g) and a Law of General Application, the Law of General Application prevails to the extent of the Conflict;

(b) 17.9.3(h) through (m) and a Law of General Application, the Inuit Law prevails to the extent of the Conflict;

(c) 17.9.4(a) through (c) and a Law of General Application, the Law of General Application prevails to the extent of the Conflict; or

(d) 17.9.4(d) or (e) and a Law of General Application, the Inuit Law prevails to the extent of the Conflict.

17.9.6 The power of the Nunatsiavut Government to make laws in relation to the matters referred to in sections 17.9.3 and 17.9.4 is as extensive as the jurisdiction of municipalities under the *Municipalities Act, 1999*.

17.9.7 The power of the Nunatsiavut Government to make laws under sections 17.9.1, 17.9.3 and 17.9.4 with respect to a Person's interest in Labrador Inuit Lands is subject to parts 4.9, 4.15 and 12.13 and sections 12.7.9, 12.10.7, 12.10.22 and 12.12.2.

17.9.8 The Nunatsiavut Government may make laws in Labrador Inuit Lands and the Inuit Communities in relation to the following matters:

(a) emergencies and search and rescue services;

(b) airports, landing strips and landing places, excluding regulation of aeronautics and aviation;

(c) piers, wharves, docks, marine facilities and harbours, excluding regulation of shipping, navigation and public harbours within the jurisdiction of Canada; and

(d) the control or prohibition of the operation and use of vehicles.

17.9.9 If there is a Conflict between an Inuit Law under section 17.9.8 and:

(a) a Law of General Application, the Law of General Application prevails to the extent of the Conflict; or

(b) a Bylaw, the Inuit Law prevails to the extent of the Conflict.

Part 17.10 Powers of the Nunatsiavut Government in Relation to the Control of Alcoholic Beverages and the Detention of Intoxicated Persons

17.10.1 The Nunatsiavut Government may make laws respecting the issuance, suspension, cancellation, refusal and renewal of licences in Labrador Inuit Lands and the Inuit Communities in relation to the sale of Alcoholic Beverages:

(a) by the owner, operator or manager of:

  (i) a hotel or motel or a lounge in a part of the hotel or motel;

  (ii) a lounge not part of a hotel or motel;

  (iii) a restaurant;

  (iv) a restaurant/lounge;

  (v) a tavern;

  (vi) a transportation service;

  (vii) an institution;

  (viii) a catering company;

  (ix) a tour boat company;

  (x) a recreational facility;

  (xi) a club or military mess; or

  (xii) an airport establishment;

(b) by a brewer's agent; and

(c) at special events.

17.10.2 Inuit Laws under section 17.10.1 must contain criteria that are comparable to the criteria applied to the issuance, suspension, cancellation, refusal and renewal of the classes of Alcoholic Beverage licences referred to in section 17.10.1 by the board of the Newfoundland and Labrador Liquor Corporation under the *Liquor Control Act*.

17.10.3 A Person who is aggrieved by a decision of the Nunatsiavut Government pursuant to an Inuit Law under section 17.10.1 relating to the denial of an application for a licence, the suspension or cancellation of a licence, or a refusal or failure to renew a licence may appeal to the board of the Newfoundland and Labrador Liquor Corporation.

17.10.4 The Nunatsiavut Government may make laws in relation to the control, restriction and prohibition of the possession, retail sale, and consumption of Alcoholic Beverages in Labrador Inuit Lands or in an Inuit Community or in specified areas in Labrador Inuit Lands or in an Inuit Community.

17.10.5 Notwithstanding sections 17.10.1 and 17.10.4, the Nunatsiavut Government may not set a price for Alcoholic Beverages lower than the minimum price under the *Liquor Control Act*.

17.10.6 The Newfoundland and Labrador Liquor Corporation shall be the sole wholesale distributor of Alcoholic Beverages in Labrador Inuit Lands and the Inuit Communities. The Newfoundland and Labrador Liquor Corporation retains its authority to control the delivery of all Alcoholic Beverages in Labrador Inuit Lands and the Inuit Communities in accordance with the *Liquor Control Act*.

17.10.7 The jurisdiction of the Nunatsiavut Government under section 17.10.1 or 17.10.4 does not include the jurisdiction to make laws in relation to the manufacture, import or export of Alcoholic Beverages.

17.10.8 The Nunatsiavut Government may make laws in relation to the detention of intoxicated persons. Prior to enacting any law under this section, the Nunatsiavut Government shall Consult the Province about:

(a) the substance and implementation of such laws;

(b) the coordination of such laws with Provincial Laws in relation to the detention of intoxicated persons; and

(c) the coordination of the implementation of such laws with the implementation of Provincial Laws in relation to the detention of intoxicated persons.

17.10.9 If there is a Conflict between an Inuit Law under section 17.10.1, 17.10.4 or 17.10.8 and a Law of General Application, the Law of General Application prevails to the extent of the Conflict.

Part 17.11 Powers of the Nunatsiavut Government in Relation to Environmental Protection

17.11.1 The Nunatsiavut Government may make laws in relation to the protection of the Environment in Labrador Inuit Lands and the Inuit Communities.

17.11.2 An Inuit Law under section 17.11.1 shall not apply to any undertaking in existence on the Effective Date.

17.11.3 If there is a Conflict between an Inuit Law under section 17.11.1 and a federal or Provincial Law, the federal or Provincial Law prevails to the extent of the Conflict.

17.11.4 The Nunatsiavut Government may enter into agreements with any Person for the prevention of, preparedness for, response to and recovery from Environmental Emergencies occurring in Labrador Inuit Lands and the Inuit Communities.

Part 17.12 Powers of the Nunatsiavut Government in Relation to Education

17.12.1 The Nunatsiavut Government may make laws in Labrador Inuit Lands and the Inuit Communities in relation to the following matters respecting education of Inuit:

(a) early childhood development and education;

(b) primary, elementary and secondary education;

(c) adult basic education;

(d) vocational and post-secondary education, training and certification;

(e) the requirement for licences in addition to those required under Laws of General Application for Persons who provide educational services in Labrador Inuit Lands and the Inuit Communities;

(f) premises, centres, facilities and buildings; and

(g) boards, authorities or other entities to establish, manage and operate educational programs, services and related facilities.

17.12.2 The jurisdiction of the Nunatsiavut Government under subsection 17.12.1(d) does not extend to:

(a) the certification of any trade in which apprenticeship and certification are required under Domestic Interjurisdictional Agreements; or

(b) vocational or post-secondary education, training or certification provided pursuant to federal programs.

17.12.3 Inuit Laws under section 17.12.1 must require that:

(a) instructors and workers who provide early childhood education and related services have appropriate training, education and certification as required by Laws of General Application; and

(b) individuals teaching subjects other than Inuit language, culture and life skills have valid Provincial teaching certificates.

17.12.4 Inuit Laws under section 17.12.1 must establish standards intended to:

(a) ensure that curriculum, examination and other standards allow for the transfer of students between school systems and admission to post-secondary institutions;

(b) protect and promote the health and development of children participating in early childhood development and education programs; and

(c) ensure that premises, centres, facilities and buildings are in good repair and are secure against the hazard of fire.

17.12.5 For purposes of subsections 17.12.3(b) and 17.20.1(f), "Inuit language, culture and life skills" includes Inuktitut, Inuktitut orthography, Inuit culture, Inuit traditional knowledge, Inuit history, Inuit studies, Environment and ecology, Inuit traditional skills, Inuit health and safety, Inuit spirituality and the Harvesting skills of Inuit, including land-based safety, nutritional, orienteering, survival, and related skills.

17.12.6 If there is a Conflict or an inconsistency between an Inuit Law under section 17.12.1 and a federal or Provincial Law, the Inuit Law prevails to the extent of the Conflict or inconsistency.

Part 17.13 Powers of the Nunatsiavut Government in Relation to Health

17.13.1 The Nunatsiavut Government may make laws in Labrador Inuit Lands and the Inuit Communities in relation to the following matters respecting the health of Inuit:

(a) programs and services for health promotion, injury prevention, disease prevention and control and environmental health;

(b) public and community health care programs and services, including long term and chronic care programs and home care and home nursing services;

(c) addictions and substance abuse programs, services and related facilities including prevention and treatment of alcohol, substance and gambling addictions and abuse, counselling and after-care for addicts and abusers and the establishment, designation and operation of detoxification centres;

(d) promotion of mental health wellness, prevention of mental health problems and the provision of mental health support services;

(e) premises, centres, facilities and buildings;

(f) the procedures and requirements for obtaining the informed consent of Inuit with respect to medical care, treatment and donation or receipt of blood and blood products, organs, tissues and genetic material;

(g) health related research involving Inuit, including establishment of ethical standards for and the ethical review of medical research involving Inuit;

(h) traditional healing and medicine and community healing, including the qualifications of practitioners of traditional healing and medicine and community healing, except in relation to products and substances regulated under Laws of General Application;

(i) the requirement for licences in addition to those required under Laws of General Application for Persons who provide health services in Labrador Inuit Lands and in Inuit Communities;

(j) requirements and standards related to Inuktitut interpretation and translation for health and medical purposes, including qualifications, certification and licensing of interpreters and translators who provide interpretation and translation services to or for health care professionals and workers and medical researchers and their patients, clients and subjects; and

(k) the creation of boards, authorities and other entities to establish, manage and operate health care and research programs, services and related facilities.

17.13.2 Inuit Laws under section 17.13.1 must require:

(a) that health care professionals are licensed in accordance with Laws of General Application;

(b) reporting of communicable diseases and health care utilization statistics in accordance with Laws of General Application; and

(c) immunization in accordance with Provincial standards.

17.13.3 Inuit Laws under section 17.13.1 must establish standards intended to:

(a) promote overall goals and objectives with respect to public health and safety; and

(b) ensure that facilities, including community health clinics, nursing stations, birthing centres, nursing homes, detoxification centres and hospitals, conform substantially to design and program standards applicable to health care facilities in communities of similar size and circumstance elsewhere in Newfoundland and Labrador.

17.13.4 If there is a Conflict between an Inuit Law under subsections 17.13.1(a) through (e) and a Law of General Application, the Law of General Application prevails to the extent of the Conflict.

17.13.5 If there is a Conflict or an inconsistency between a federal or Provincial Law and an Inuit Law under subsections 17.13.1(f) through (k), the Inuit Law prevails to the extent of the Conflict or inconsistency.

17.13.6 The Nunatsiavut Government has no jurisdiction to make laws in relation to:

(a) the determination of the capacity of an individual to consent to a matter referred to in subsection 17.13.1(f); or

(b) subject to section 17.18.6, the determination as to who may be the guardian, committee, next friend, substitute decision maker or other legal representative of an individual who is determined not to have the capacity to consent to a matter referred to in subsection 17.13.1(f).

Part 17.14 Powers of the Nunatsiavut Government in Relation to Income Support

17.14.1 The Nunatsiavut Government may make laws in relation to income support programs and services provided by the Nunatsiavut Government for Inuit resident in Newfoundland and Labrador.

17.14.2 If there is a Conflict between an Inuit Law under section 17.14.1 and a Law of General Application, the Law of General Application prevails to the extent of the Conflict.

17.14.3 For greater certainty, rules and criteria governing eligibility for Provincial income support and related programs and services under Provincial Laws apply to Inuit who apply for Provincial income support and related programs and services while receiving Nunatsiavut Government income support and related programs and services.

Part 17.15 Powers of the Nunatsiavut Government in Relation to Social, Family, Youth and Children's Services

17.15.1 The Nunatsiavut Government may make laws in Labrador Inuit Lands and the Inuit Communities in relation to the following matters respecting social, family, youth and children's programs, services and facilities for Inuit:

(a) programs and services for the protection, assistance, well being and development of children, youth and families, including programs and services that focus on prevention and early intervention as they relate to children, youth and families;

(b) the recruitment, approval, support and monitoring of residential services for children and youth, including caregivers, emergency housing, and group homes;

(c) the placement of children in approved residential services;

(d) child care services, including the licensing and monitoring of child care facilities and persons providing child care in private residences;

(e) residential facilities, including emergency shelters, safe houses, transition houses and group homes for individuals suffering from neglect, abuse or harm or who are otherwise in need of rehabilitation, care, support, help or protection;

(f) programs, services and residential facilities for the assistance and development of individuals with special needs, in need of rehabilitation, care, support or help or who are unable to care fully for themselves;

(g) programs and services to prevent neglect, abuse of or harm to individuals, particularly women, disadvantaged adults and the elderly;

(h) programs and services to promote development of employment skills, traditional life skills and land-based skills and access to employment and Harvesting opportunities; and

(i) education, training, certification and licensing, in addition to licensing requirements under Laws of General Application, of Persons who provide social programs, services, including Inuktitut interpretation and translation services, and facilities to or for Inuit, in Labrador Inuit Lands and the Inuit Communities.

17.15.2 For greater certainty, Inuit Laws under section 17.15.1 must require that social work professionals be licensed in accordance with applicable Laws of General Application.

17.15.3 Inuit Laws under section 17.15.1 must establish standards intended to:

(a) ensure that facility based services substantially conform to design and program standards of facilities providing similar programs or services in communities of similar size and circumstances elsewhere in Newfoundland and Labrador;

(b) ensure that programs and services are provided by or under the supervision of workers who have received appropriate training; and

(c) promote equality of access and opportunities for adults who are unable to care fully for themselves and the removal of barriers to their integration in the life of the Inuit Communities.

17.15.4 If there is a Conflict between an Inuit Law under section 17.15.1 and a federal or Provincial Law, the Inuit Law prevails to the extent of the Conflict.

17.15.5 The Nunatsiavut Government may make laws in Labrador Inuit Lands and the Inuit Communities in relation to:

(a) children in need of protective intervention;

(b) the removal of Inuit children from the parental home or the home of another person or from the custody or care of a parent, guardian or other person, related court procedures and the appropriate dispositions of Inuit children determined to be in need of protective intervention;

(c) the duty to report situations where a child may be in need of protective intervention; and

(d) the appointment of one or more individuals to protect and promote the rights of Inuit children, to ensure their proper care and treatment and to respond to those in need of protective intervention.

17.15.6 For purposes of section 17.15.5, a child is in need of protective intervention where the child:

(a) is, or is at risk of being, physically harmed, sexually abused or exploited, or emotionally harmed by the action or lack of appropriate action by the child's parent, guardian or other caregiver;

(b) is, or is at risk of being, physically harmed, sexually abused or exploited, or emotionally harmed by any individual and the child's parent, guardian or other caregiver does not protect the child;

(c) is in the custody of a parent, guardian or other caregiver who refuses or fails to obtain or permit essential medical, psychiatric, surgical or remedial care or treatment to be given to the child when recommended by a qualified health practitioner;

(d) is abandoned;

(e) has no living parent, guardian or other caregiver, or a parent, guardian or other caregiver is unavailable to care for the child and has not made adequate provision for the child's care;

(f) has inadequate supervision; or

(g) is living in a situation where there is violence.

17.15.7 If there is a Conflict between an Inuit Law under subsection 17.15.5(a), (b) or (c) and a Law of General Application, the Law of General Application prevails to the extent of the Conflict. If there is a Conflict between an Inuit Law under subsection 17.15.5(d) and a Law of General Application, the Inuit Law prevails to the extent of the Conflict.

17.15.8 If, in Labrador Inuit Lands or an Inuit Community, a child or other individual who is not an Inuk is in need of protective intervention because he or she is at risk of being physically, sexually or emotionally harmed, the Nunatsiavut Government may exercise the powers conferred by an Inuit Law under subsection 17.15.5(a) or section 17.15.5 to protect the child or individual, notwithstanding any other provision of the Agreement.

17.15.9 The Nunatsiavut Government shall, as soon as practicable, notify the Province of any action taken under section 17.15.8 and transfer the matter to the Province, at which time the authority of the Nunatsiavut Government shall cease with respect to the child or individual.

17.15.10 If the Nunatsiavut Government has notice that an Inuit child or other Inuk in Labrador Inuit Lands or an Inuit Community is in need of protective intervention because he or she is at risk of being physically, sexually or emotionally harmed, and the Nunatsiavut Government fails to protect the Inuit child or other Inuk, the Province may exercise powers under Laws of General Application to protect the Inuit child or other Inuk, notwithstanding that an Inuit Law under subsection 17.15.1(g) or section 17.15.5 may apply to the Inuit child or other Inuk.

17.15.11 The Province shall, as soon as practicable, notify the Nunatsiavut Government of any action taken under section 17.15.10 and transfer the matter to the Nunatsiavut Government, at which time the authority of the Province shall cease with respect to the Inuit child or other Inuk.

17.15.12 No one acting pursuant to an Inuit Law under subsection 17.15.1(g) or section 17.15.5 or under section 17.15.8 or 17.15.10 is liable for any act done in good faith in the reasonable belief that the act was necessary for the protection of the child or other individual.

17.15.13 Subject to section 17.28.2 and for greater certainty, the Nunatsiavut Government may make laws in Labrador Inuit Lands and the Inuit Communities in relation to the commission of offenses under Inuit Laws by Young Persons who are Inuit, including:

(a) procedures for charging, adjudication and disposition of charges;

(b) extra-judicial measures similar to the extra-judicial measures programs provided for in the *Youth Criminal Justice Act*;

(c) programs for the prevention of offences against Inuit Laws by Young Persons who are Inuit; and

(d) the development and delivery of programs and services for Young Persons who are Inuit and who commit offences against Inuit Laws.

Part 17.16 Nunatsiavut Government Programs and Services Outside Labrador Inuit Lands

17.16.1 The Nunatsiavut Government may provide education, health, and social, family, youth and children's programs and services to, and operate facilities and institutions for, Inuit resident in Newfoundland and Labrador outside Labrador Inuit Lands and the Inuit Communities, subject to Laws of General Application.

Part 17.17 Powers of the Nunatsiavut Government in Relation to the Solemnization of Marriage

17.17.1 The Nunatsiavut Government may make laws in relation to the solemnization of marriages between Inuit, and between Inuit and individuals who are not Inuit:

(a) in Labrador Inuit Lands and the Inuit Communities; and

(b) subject to section 17.17.3, elsewhere in Newfoundland and Labrador.

17.17.2 Individuals appointed by the Nunatsiavut Government to solemnize marriages:

(a) shall be recognized by the Province as having authority to perform marriages under Provincial Law; and

(b) have all the rights, duties and responsibilities associated with that authority under Provincial Law.

17.17.3 Inuit Laws in relation to the solemnization of marriage in Newfoundland and Labrador outside Labrador Inuit Lands and the Inuit Communities shall apply where one or both of the parties to the marriage is an Inuk and both parties consent in writing to the application of Inuit Laws.

17.17.4 Marriages solemnized in accordance with an Inuit Law shall be recognized by Canada and the Province in accordance with generally accepted principles respecting the recognition of marriage, and Inuit Government shall recognize marriages solemnized in accordance with Laws other than Inuit Laws, on the same basis.

17.17.5 A marriage solemnized in accordance with an Inuit Law can be dissolved only by a decree of divorce issued under the *Divorce Act* or by an adjudication of nullity by a court of competent jurisdiction.

Part 17.18 Powers of the Nunatsiavut Government in Relation to Family Relationships

17.18.1 The Nunatsiavut Government may make laws in relation to the recognition or establishment of authorities to provide conciliation, mediation and counselling in relation to the familial and domestic affairs of Inuit in Labrador Inuit Lands and the Inuit Communities.

17.18.2 The Nunatsiavut Government may make laws respecting the rights and obligations of Inuit in Labrador Inuit Lands and the Inuit Communities in relation to:

(a) support of family members and dependents, including the support of spouses, cohabiting partners, children, parents, vulnerable family members and any other individuals who may be defined as dependents under Inuit Laws;

(b) the exercise of rights in relation to marital property;

(c) domestic contracts; and

(d) any other matter necessarily related to the determination of support, marital property or familial or domestic affairs, including enforcement procedures.

17.18.3 Inuit Laws under section 17.18.2 must accord rights to and provide for the protection of spouses, cohabiting partners, children, parents, vulnerable family members and individuals defined as dependents under Inuit Laws that are comparable to the rights and protections enjoyed by similarly situated individuals under Laws of General Application.

17.18.4 In a Legal Proceeding, Inuit Laws under section 17.18.2 apply to Inuit residing in Newfoundland and Labrador outside Labrador Inuit Lands and the Inuit Communities if the parties to the Legal Proceeding consent to the application of Inuit Laws and:

(a) the marriage was solemnized in accordance with Inuit Laws;

(b) the last place where the parties were ordinarily resident in the same residence was in Labrador Inuit Lands or an Inuit Community; or

(c) there is a real and substantial connection between the parties and Labrador Inuit Lands or an Inuit Community.

17.18.5 An application for spousal or child support under an Inuit Law shall be stayed by the commencement of proceedings under the *Divorce Act* except by leave of a court of competent jurisdiction.

17.18.6 The Nunatsiavut Government may make laws in relation to custody or guardianship of, or access to, an Inuit child and incidents of custody, guardianship or access.

17.18.7 An Inuit Law under section 17.18.6 shall:

(a) provide that the best interests of the child are the paramount consideration in the determination of custody or access;

(b) recognize the power of the court, including an Inuit Court, to impose any condition or give any directions it considers appropriate for the supervision of custody or access, including the issuance of an order restraining any individual from molesting, annoying, harassing or communicating with the child or a party or witness to a Legal Proceeding pursuant to an Inuit Law under section 17.18.6; and

(c) apply to the custody of or access to or guardianship of an Inuit child residing in Newfoundland and Labrador outside Labrador Inuit Lands and the Inuit Communities only where the parent, parents, guardian or other Person having care of the child consents to the application of Inuit Laws.

17.18.8 An application for custody or access under an Inuit Law shall be stayed by the commencement of proceedings under the *Divorce Act* except by leave of a court of competent jurisdiction.

17.18.9 The Nunatsiavut Government may make laws in relation to the adoption of Inuit children in Newfoundland and Labrador.

17.18.10 An Inuit Law under section 17.18.9 shall:

(a) provide that the best interests of the child are the paramount consideration in determining whether an adoption will take place;

(b) stipulate that the Nunatsiavut Government provide the Province with records of all adoptions occurring under Inuit Laws; and

(c) apply to the adoption of an Inuit child in Newfoundland and Labrador outside Labrador Inuit Lands and the Inuit Communities only where the parent, parents, guardian or other Person having care of the Inuit child consents to the application of Inuit Laws.

17.18.11 Where a Person or a court in Newfoundland and Labrador, other than a court acting under the *Divorce Act*, is required by Law to determine the best interests of a child and that child is an Inuit child, the Person or court, as appropriate in the context of the matter to be determined, shall consider all the relevant needs and circumstances of the child including:

(a) the child's safety;

(b) the child's developmental needs;

(c) the child's cultural heritage;

(d) where possible, the child's views and wishes;

(e) the importance of stability and continuity in the child's care;

(f) the continuity of the child's relationship with his or her family, including siblings or others with whom the child has a significant relationship;

(g) the child's geographic and social environment;

(h) the child's supports outside the family, including child care and the school environment;

(i) the effect upon the child of a delay in the disposition of a judicial or other proceeding with respect to the child;

(j) the child's Inuit heritage;

(k) the importance of preserving the child's Inuit cultural identity;

(l) the importance of maintaining the child's relationships with its extended Inuit family and with the Inuit community; and

(m) any other matter relevant to the preservation and development of the child's heritage, culture and traditions that is properly before the Person or court.

17.18.12 During any court hearing in Newfoundland and Labrador in which the adoption, custody or guardianship of an Inuit child is in dispute, a representative of the Nunatsiavut Government may make representations and present evidence in respect of those Inuit Laws and customs that are relevant to the court's determination of the issues and the best interests of the child.

17.18.13 The participation of the Nunatsiavut Government in a court hearing referred to in section 17.18.12 shall, without derogating from section 17.18.12, be in accordance with the applicable rules of court and shall not affect the court's ability to control its own process.

17.18.14 If there is a Conflict between an Inuit Law under section 17.18.1, 17.18.2, 17.18.6 or 17.18.9 and a Provincial Law of General Application, the Inuit Law prevails to the extent of the Conflict.

17.18.15 Nothing in this part gives jurisdiction to the Nunatsiavut Government to make laws in relation to divorce or divorce proceedings, including matters of custody or child and spousal support related to divorce and divorce proceedings.

Part 17.19 Powers of the Nunatsiavut Government in Relation to Housing

17.19.1 Subject to section 17.19.2, the Nunatsiavut Government may make laws with respect to the development of Labrador Inuit Lands for housing purposes and for the construction, maintenance, allocation, control, improvement, renovation and removal of housing in Labrador Inuit Lands and housing owned by an Inuit Government in the Inuit Communities.

17.19.2 Housing provided by the Nunatsiavut Government pursuant to an Inuit Law under section 17.19.1 must meet or exceed standards established under federal and Provincial building codes.

17.19.3 If there is a Conflict between an Inuit Law under section 17.19.1 and a federal or Provincial Law, the Inuit Law prevails to the extent of the Conflict.

Part 17.20 Intergovernmental Co-operation and Other Arrangements

17.20.1 The Nunatsiavut Government and the Province and, when appropriate, Canada, shall, as the Parties may agree is necessary, enter negotiations or co-operative arrangements that the appropriate Parties consider necessary or desirable for the implementation of this part, including negotiations or arrangements respecting:

(a) the standards to be met by the Nunatsiavut Government to allow students of schools operated under Inuit Laws to transfer between school systems at each grade level and receive Provincial graduation certificates;

(b) the transfer to the Nunatsiavut Government of existing schools, nursing stations and health facilities, public housing and social service facilities in the Inuit Communities;

(c) actions to be taken if there has been a chronic and persistent failure to ensure that a program, service or facility provided by the Nunatsiavut Government pursuant to an Inuit Law under section 17.13.1 meets the requirements of section 17.13.3 and that failure places the health or safety of residents of Labrador Inuit Lands or an Inuit Community at significant risk;

(d) insurance matters other than publicly funded health insurance or publicly funded employment insurance;

(e) the provision of Inuit Government facilities, programs and services to Non-Beneficiaries in Labrador Inuit Lands and the Inuit Communities;

(f) the delivery by the Nunatsiavut Government of Inuit Government programs and services with respect to the teaching of Inuit language, culture and life skills, early childhood development and education, health services and social services to Inuit who reside outside Labrador Inuit Lands and the Inuit Communities;

(g) transfers and referrals of patients and clients between the programs, facilities and institutions of the Nunatsiavut Government and those of the Province;

(h) the delivery of programs and services in relation to occupational health and safety;

(i) standards referred to in sections 17.12.4, 17.13.3 and 17.15.3;

(j) the administration and delivery by the Nunatsiavut Government of Provincial programs and services to all residents of the Inuit Communities and any variation of those programs and services;

(k) reciprocal enforcement arrangements;

(l) the collection, transfer, exchange and confidentiality of data, statistics, information and records; and

(m) representation of Non-Beneficiaries on subordinate elected or appointed boards established by the Nunatsiavut Government, if any, administering health, education and social services provided to all residents of the Inuit Communities.

Part 17.21 Federally Funded Programs

17.21.1 Canada and the Nunatsiavut Government may negotiate the assumption of authority by the Nunatsiavut Government over the design, management, administration and delivery of federal programs or services for Inuit throughout Canada.

Part 17.22 Gambling, Gaming and Lotteries

17.22.1 Neither Canada nor the Province may license or approve gambling, gaming or lottery facilities established after the Effective Date in Labrador Inuit Lands or the Inuit Communities except in accordance with terms and conditions established by the Nunatsiavut Government that are not inconsistent with Laws of General Application.

17.22.2 If at any time federal or Provincial Legislation permits the involvement of aboriginal peoples in the regulation of gambling, gaming or lotteries such Legislation will, with the consent of the Nunatsiavut Government, apply to Inuit Government.

Part 17.23 Labour Relations

17.23.1 Inuit Government is subject to federal Laws respecting labour relations and working conditions.

17.23.2 During a strike or lockout not prohibited under federal Law, Inuit Government, the trade union and the employees in the bargaining unit must continue the supply of services, operation of facilities or production of goods to the extent necessary to prevent an immediate and serious danger to the safety or health of the public. Notwithstanding chapter 21, any dispute or difference over the interpretation or application of this section shall be submitted to the Canada Industrial Relations

Board for resolution in accordance with the provisions of section 87.4 of the *Canada Labour Code, R.S.C. 1985, c L-2.*

Part 17.24 Powers of the Nunatsiavut Government in Relation to Wills, Estates and the Descent of Property

17.24.1 The Nunatsiavut Government may make laws in relation to the transfer either by will or on intestacy of interests in Labrador Inuit Lands that have been acquired under Inuit Laws.

17.24.2 Nothing in section 17.24.1 shall be construed as providing the Nunatsiavut Government with jurisdiction to make laws in relation to the probate of wills or the administration of estates.

17.24.3 If there is a Conflict or an inconsistency between an Inuit Law under section 17.24.1 and a federal or Provincial Law, the Inuit Law prevails to the extent of the Conflict or inconsistency.

Part 17.25 Powers of the Nunatsiavut Government in Relation to Inuktitut and Inuktitut Orthography in the Province

17.25.1 The Nunatsiavut Government may make laws to preserve and promote Inuktitut and in relation to Inuktitut orthography and the certification of Inuktitut teachers, interpreters and translators throughout Newfoundland and Labrador.

17.25.2 If there is a Conflict or an inconsistency between an Inuit Law under section 17.25.1 and a federal or Provincial Law, the Inuit Law prevails to the extent of the Conflict or inconsistency.

Part 17.26 Powers of the Nunatsiavut Government in Relation to Intoxication and Control of Intoxicants

17.26.1 The Nunatsiavut Government may make laws in relation to the safe storage, retail sale, exchange, possession and consumption of substances capable of producing an intoxicated state, excluding Alcoholic Beverages, in Labrador Inuit Lands and the Inuit Communities.

17.26.2 If there is a Conflict between an Inuit Law under section 17.26.1 and a Law of General Application, the Law of General Application prevails to the extent of the Conflict.

Part 17.27 Canada's International Legal Obligations

17.27.1 This part is subject to sections 12.14.3, 13.14.2 and 20.2.4 but applies notwithstanding any other provision of the Agreement.

17.27.2 For greater certainty, reference to Canada's international legal obligations in the Agreement includes those that are in force on or after the Effective Date.

17.27.3 Before consenting to be bound by an International Agreement that may affect a right under the Agreement of the Nunatsiavut Government, an Inuit Community Government or Inuit, Canada shall Consult the Nunatsiavut Government either directly or through a forum.

17.27.4 Canada shall Consult the Nunatsiavut Government in the development of positions taken by Canada before any international tribunal where an Inuit Law or Bylaw or other exercise of power by an Inuit Government has given rise to an issue concerning the performance of an international legal obligation of Canada. Canada's positions before the international tribunal shall take into account the Agreement.

17.27.5 Canada shall provide notification to the Nunatsiavut Government where it considers that an Inuit Law or Bylaw or other exercise of power by an Inuit Government causes Canada to be unable to perform one of its international legal obligations. Subject to section 17.27.6, the Inuit Government shall remedy the Inuit Law or Bylaw or other exercise of power to the extent necessary to enable Canada to perform the international legal obligation.

17.27.6 Following notice provided under 17.27.5, if Canada and the Nunatsiavut Government disagree over whether the Inuit Law or Bylaw or other exercise of power by an Inuit Government causes Canada to be unable to perform such international legal obligation at any time after the receipt of the notification referred to in section 17.27.5, either Canada or the Nunatsiavut Government may refer the dispute to the Federal Court for resolution. This section is intended to be an agreement between Canada and the Nunatsiavut Government for purposes of section 17(3)(b) of the *Federal Court Act*.

17.27.7 If, under section 17.27.6, the Federal Court determines that the Inuit Law or Bylaw or other exercise of power by an Inuit Government does not cause Canada to be unable to perform such international legal obligation, Canada shall take no further action, for this reason, directed at changing the Inuit Law or Bylaw or other exercise of power by the Inuit Government.

17.27.8 If, under section 17.27.6, the Federal Court determines that the Inuit Law or Bylaw or other exercise of power by an Inuit Government causes Canada to be unable to perform such international legal obligation, the Inuit Government shall remedy the Inuit Law or Bylaw or other exercise of power by the Inuit Government to the extent necessary to enable Canada to perform such international legal obligation.

17.27.9 Notwithstanding sections 17.27.6 to 17.27.8, if there is a finding by an international tribunal of non-performance by Canada of an international legal obligation attributable to an Inuit Law or Bylaw or other exercise of power by an Inuit Government, the Inuit Government, at the request of Canada, shall remedy the Inuit Law or Bylaw or other exercise of power to the extent necessary to enable Canada to perform such international legal obligation.

17.27.10 If an Inuit Government is required to provide remedial action under section 17.27.5, 17.27.8 or 17.27.9, at the request of the Nunatsiavut Government, Canada shall Consult the Nunatsiavut Government for the purpose of reaching agreement about remedial measures to be executed by the Inuit Government to enable Canada to perform such international legal obligation and Consult the Nunatsiavut Government about the ways and means Canada may employ to facilitate such remedial action by the Inuit Government.

17.27.11 Within five years from the Effective Date, if Canada and an aboriginal group or organization enter into a treaty of a similar scope and nature as the Agreement and it includes provisions respecting international legal obligations that are different from those provided in this part, at the request of the Nunatsiavut Government, the Parties shall enter into negotiations for the purpose of amending the Agreement to reflect the new approach.

Part 17.28 General Provisions Respecting Administration of Justice

17.28.1 Until the Nunatsiavut Government makes Laws for the administration of justice and establishes the necessary enforcement structures and a court in accordance with this chapter, the Nunatsiavut Government may enter into agreements with Canada or the Province, as the case may be, for:

(a) the enforcement of Inuit Laws and Bylaws by federal or Provincial law enforcement agencies;

(b) the prosecution of violations of Inuit Laws and Bylaws by federal or Provincial prosecutorial authorities in the appropriate courts of the Province;

(c) the adjudication by appropriate courts in Newfoundland and Labrador of disputes and the judicial review of administrative decisions under Inuit Laws; and

(d) the administration by the Province of sanctions imposed under Inuit Laws or Bylaws.

17.28.2 Nothing in the Agreement confers jurisdiction in relation to criminal law, including criminal procedure, on Inuit Government.

17.28.3 Subject to section 17.28.4, Inuit Laws may provide for the imposition of sanctions including a term of imprisonment, or fine, or both, on Persons convicted of violations of Inuit Laws.

17.28.4 Terms of imprisonment or fines for a violation of an Inuit Law may be no greater than those that may be imposed under section 787(1) of the *Criminal Code of Canada*, except that:

(a) an Inuit Law may provide for a fine of up to $10,000.00 or the amount applicable to summary conviction offences under section 787(1) of the *Criminal Code of Canada*, whichever is greater;

(b) an Inuit Law in relation to protection of the Environment pursuant to section 17.11.2 may provide for a fine that is no greater than the fine that may imposed for offences punishable upon summary conviction under the *Canadian Environmental Protection Act*; and

(c) an Inuit Law in relation to taxation may provide for longer terms of imprisonment and higher fines where there is an agreement to that effect made in accordance with section 20.3.1.

17.28.5 A Bylaw may provide for the imposition of penalties and sanctions as a consequence of its violation but any penalties or sanctions prescribed by a Bylaw shall be no more severe than those that may be imposed under the *Municipalities Act, 1999*.

17.28.6 The Nunatsiavut Government and an Inuit Community Government, as the case may be, may make laws in relation to the initiation of the process to be applied to a Person alleged to have committed a violation of an Inuit Law or a Bylaw, including judicial proceedings, ticketing or by any other means.

Part 17.29 Inuit Law Enforcement

17.29.1 The Nunatsiavut Government has the jurisdiction to make laws for the enforcement of Inuit Laws and is responsible for the enforcement of Inuit Laws.

17.29.2 The power of the Nunatsiavut Government to make laws pursuant to section 17.29.1 includes the jurisdiction to make laws for:

(a) the appointment of officers to enforce Inuit Laws;

(b) powers of enforcement, provided such powers shall not exceed those provided by laws of Canada or the Province for enforcing similar laws in Newfoundland and Labrador; and

(c) training and accountability standards for its officers.

17.29.3 Unless the Parties otherwise agree, nothing in section 17.29.2 permits the carriage or use of firearms by enforcement officers appointed under section 17.29.2.

17.29.4 The Nunatsiavut Government shall provide a procedure to deal with allegations of misconduct by officers appointed to enforce Inuit Laws.

17.29.5 The Nunatsiavut Government may make laws for the establishment, organization, maintenance, administration and regulation of an Inuit Law enforcement agency to enforce Inuit Laws.

17.29.6 At the request of the Nunatsiavut Government, Canada and the Province may enter into negotiations with the Nunatsiavut Government for the purpose of reaching:

(a) a sectoral intergovernmental agreement on jurisdiction over policing; and

(b) an agreement to provide for the enforcement of Laws of General Application, including for greater certainty, the criminal law.

Part 17.30 Inuit Community Bylaw Enforcement

17.30.1 The power of an Inuit Community Government to make a Bylaw in relation to a matter includes the power to provide for the enforcement of the Bylaw and to appoint enforcement officers for that purpose.

17.30.2 A Bylaw shall specify the powers of officers appointed to enforce that Bylaw but such powers shall be no greater than the powers provided to officers under section 179 of the *Municipalities Act, 1999*.

Part 17.31 Inuit Court

17.31.1 The Nunatsiavut Government may make laws in relation to the establishment, constitution, organization and maintenance of a court for the administration of Inuit Laws and Bylaws.

17.31.2 Inuit Laws under section 17.31.1 shall:

(a) comply with and provide for principles of judicial independence, impartiality and fairness;

(b) set out standards of judicial qualification and competence that have been agreed upon by the Nunatsiavut Government and the Province; and

(c) provide a structure and process for the removal of judges from office for misbehaviour, neglect of duty or failure to perform judicial duties because of incapacity or inability, that are reasonably comparable to those prescribed by the *Provincial Court Act, 1991*.

17.31.3 The Nunatsiavut Government may make laws in relation to rules of court and reception of evidence to be applied by the Inuit Court in the exercise of its jurisdiction under section 17.31.10.

17.31.4 The Inuit Court may not exercise its jurisdiction until the Lieutenant-Governor in Council has approved the Inuit Court structures and the procedures and method for the selection of judges of the Inuit Court.

17.31.5 No amendment to the structure of the Inuit Court or the procedures and method of selection of judges of the Inuit Court shall come into effect until approved by the Lieutenant-Governor in Council.

17.31.6 The Lieutenant-Governor in Council shall approve the structure of the Inuit Court and the procedures and method for the selection of judges of the Inuit Court or any amendment thereto, if the requirements of section 17.31.2 have been met, and shall, in any event, Consult the Nunatsiavut Government prior to withholding any approval under section 17.31.4 or 17.31.5.

17.31.7 Only the Nunatsiavut Government may appoint judges to the Inuit Court.

17.31.8 The Lieutenant-Governor in Council may, with the agreement of the Nunatsiavut Government and in accordance with Provincial Laws of General Application, appoint a judge of the Inuit Court as a Provincial Court judge or as a justice of the peace.

17.31.9 The Nunatsiavut Government may, with the agreement of the Chief Judge of the Provincial Court and in accordance with Inuit Laws, appoint a Provincial Court judge as a judge of the Inuit Court.

17.31.10 The Inuit Court has the jurisdiction to adjudicate violations of Inuit Laws and Bylaws and matters arising under Inuit Laws or Bylaws.

17.31.11 Notwithstanding sections 17.31.10 and 17.31.13, the Inuit Court shall not exercise jurisdiction over any matter that is within the exclusive jurisdiction of a superior court of the Province.

17.31.12 The Inuit Court may hear appeals of administrative decisions under Inuit Laws.

17.31.13 Canada or the Province may, with the consent of the Nunatsiavut Government, confer jurisdiction on the Inuit Court.

17.31.14 In the exercise of its jurisdiction under section 17.31.10, the Inuit Court may:

(a) impose penalties for violations of Inuit Laws subject to sections 17.28.3 and 17.28.4 and impose penalties for violations of Bylaws subject to section 17.28.5;

(b) make any order that could be issued by the Provincial Court had the matter arisen under Provincial Law; and

(c) issue summonses, subpoenas, warrants and other judicial processes in aid of the enforcement of Inuit Laws and Bylaws, which processes shall have the same force in Newfoundland and Labrador as if issued by the Provincial Court.

17.31.15 An order or judgment of the Inuit Court under section 17.31.14 may be enforced in the same manner as if it were an order or judgment issued by a court of comparable jurisdiction in Newfoundland and Labrador.

17.31.16 The Nunatsiavut Government may establish any other processes it considers appropriate for the alternative resolution of disputes arising under Inuit Laws, on condition that the parties to the dispute consent to the application of the process and to any remedy granted pursuant to the process.

17.31.17 Inuit Laws may provide for administrative appeal bodies in relation to the administration of Inuit Laws and Bylaws. Any Person directly affected by a decision that may be appealed to an administrative appeal body under Inuit Laws may appeal the decision to that body.

17.31.18 The Nunatsiavut Government may establish alternative measures programs similar to the alternative measures programs provided for in the *Criminal Code* to deal with persons accused of offences under Inuit Laws.

17.31.19 In proceedings in which a Non-Beneficiary accused may receive a sentence of imprisonment under an Inuit Law or a Bylaw, the accused may elect to be tried in the Provincial Court.

17.31.20 The Inuit Court may not impose on a Non-Beneficiary without the Non-Beneficiary's consent a sanction or penalty of a kind other than a sanction or penalty that might be imposed under Laws of General Application.

17.31.21 A decision, ruling, order or judgment of the Inuit Court may be appealed according to the following:

(a) with respect to a conviction, acquittal or sentence in relation to a violation of an Inuit Law, on the same basis as summary conviction appeals, under the *Criminal Code of Canada*;

(b) with respect to a decision, ruling, order or judgment in relation to a dispute arising under an Inuit Law, to the Supreme Court, on the same basis as a similar decision could be appealed from the Provincial Court;

(c) with respect to a decision of an Inuit Court under section 17.31.14, to the Supreme Court, on the grounds that the Inuit Court made an error of jurisdiction or Law or a palpable or overriding error of fact.

17.31.22 The Supreme Court has:

(a) jurisdiction in respect of applications for judicial review of administrative decisions of Inuit Government, but no application for judicial review may be brought until all the procedures for appeal provided for under Inuit Laws have been exhausted; and

(b) originating jurisdiction to hear matters arising under an Inuit Law that are not within the jurisdiction of the Inuit Court.

17.31.23 The Nunatsiavut Government shall be responsible for the prosecution of all offences arising out of Inuit Laws and an Inuit Community Government shall be responsible for the prosecution of all offences arising out of its Bylaws. The Nunatsiavut Government and the Inuit Community Governments may carry out these prosecutions by appointing individuals to conduct their respective prosecutions in a manner consistent with the relevant principles of prosecutorial independence.

Part 17.32 Corrections

17.32.1 The Nunatsiavut Government may make laws for the establishment, organization, maintenance, administration and regulation of a correctional service, including the establishment of correctional facilities.

17.32.2 The Inuit Correctional Service shall have the powers and responsibilities necessary for the development and delivery of programs and services for adult Inuit offenders convicted of offences under Inuit Laws.

17.32.3 The Inuit Correctional Service and its members shall be responsive to the cultural values of Inuit.

Part 17.33 Correctional Facilities

17.33.1 Notwithstanding sections 17.32.1 and 17.32.2, the Nunatsiavut Government may not establish prisons or other places of confinement, including secure custody facilities for youth, except for lockups or jails, unless otherwise agreed to by the Parties.

17.33.2 Nothing in section 17.33.1 shall be construed so as to limit the power of the Nunatsiavut Government to establish healing centres, group homes, halfway houses or other facilities for Inuit offenders convicted of offences under Inuit Laws.

17.33.3 If the Nunatsiavut Government establishes a jail or lockup it shall also establish standards with respect to the administration and operation of such jail or lockup that are intended to achieve compliance with the "United Nations Standard Minimum Rules for the Treatment of Prisoners" as applicable in Newfoundland and Labrador.

17.33.4 Members of the Inuit Correctional Service employed in a facility established under section 17.32.1 who are so designated by the Nunatsiavut Government shall have the powers, duties, privileges, liabilities, responsibilities and protections of a peace officer when discharging a function under an Inuit Law.

17.33.5 If there is a Conflict between standards established under an Inuit Law under section 17.32.1 or 17.32.2 and a Law of General Application, the Law of General Application prevails to the extent of the Conflict.

17.33.6 An Inuit Community Government may not establish penitentiaries, prisons, jails, youth secure facilities or other places of confinement.

Part 17.34 Collection of Fines

17.34.1 Subject to an agreement under section 17.28.1, any fine collected by the Provincial Court for a violation of an Inuit Law or a Bylaw shall be paid to the Nunatsiavut Government or the Inuit Community Government, as the case may be, on a similar basis as the Province makes payments to Canada or municipalities for fines that may be collected by the Province for a violation of a federal Law or municipal regulation.

Part 17.35 Advocacy and Appearance before the Inuit Court

17.35.1 Subject to sections 17.35.2 and 17.35.3, the Nunatsiavut Government may make laws in respect of the performance of services in relation to Inuit Laws and Bylaws, including:

(a) advocacy and appearances before the Inuit Court;

(b) advising on, evaluating and interpreting Inuit Laws and Bylaws; and

(c) drawing, preparing, revising or settling documents under or in relation to Inuit Laws and Bylaws.

17.35.2 The Nunatsiavut Government has no jurisdiction under section 17.35.1 to make laws that would affect the authority of the Law Society of Newfoundland and Labrador, the Supreme Court or the Provincial Court.

17.35.3 Persons having a right of appearance before the Provincial Court shall have a right of appearance before the Inuit Court.

17.35.4 If there is a Conflict or an inconsistency between an Inuit Law under section 17.35.1 and a federal or Provincial Law, the Inuit Law prevails to the extent of the Conflict or inconsistency.

Part 17.36 Liability

17.36.1 The Nunatsiavut Government may make laws to provide for the protection of judges of the Inuit Court and other Inuit Government authorities to prevent the bringing of legal proceedings and to establish other measures for the protection of judges of the Inuit Court and other authorities of Inuit Government, but the protection to be provided in accordance with such laws shall not be more extensive than the protection provided for justices and other public authorities in accordance with the *Justices and Public Authorities Protection Act*.

Part 17.37 Indemnity

17.37.1 The Nunatsiavut Government shall indemnify and save harmless Canada and the Province and their respective employees and agents from any and all claims, losses, damages, costs, expenses or liabilities that may arise directly or indirectly out of any negligent act or omission of any institution of the Nunatsiavut Government or its members, employees, officers or agents.

17.37.2 Each Inuit Community Government shall indemnify and save harmless the Nunatsiavut Government, Canada and the Province and their respective employees and agents from any and all claims, losses, damages, costs, expenses or liabilities that may arise directly or indirectly out of any negligent act or omission of any institution of the Inuit Community Government or its respective members, employees, officers or agents.

17.37.3 Canada and the Province shall indemnify and save harmless the Nunatsiavut Government and each Inuit Community Government and their respective employees and agents from any and all claims, losses, damages, costs, expenses or liabilities that may arise directly or indirectly out of any negligent act or omission of any institution of Canada or the Province or their respective members, employees, officers or agents.

Part 17.38 Establishment of Inuit Community Governments

17.38.1 The first Inuit Community Council and the first AngajukKak for each Inuit Community Government shall take office after the first election under the Labrador Inuit Constitution and upon taking their respective oaths of office.

17.38.2 Upon the Inuit Community Councils taking office pursuant to section 17.38.1:

(a) the municipalities of Nain, Hopedale, Makkovik, Postville and Rigolet cease to be municipalities under the *Municipalities Act, 1999*; and

(b) the assets and liabilities of each of the towns of Nain, Hopedale, Makkovik, Postville and Rigolet become the assets and liabilities of the corresponding Inuit Community Governments.

17.38.3 All regulations and bylaws under the *Municipalities Act, 1999* in effect in the towns of Nain, Hopedale, Makkovik, Postville and Rigolet continue in effect in the corresponding Inuit Communities until replaced by a Bylaw.

17.38.4 Bylaws made by an Inuit Community Government apply only within the boundaries of that Inuit Community.

Part 17.39 Boundaries of the Inuit Communities

17.39.1 On the Effective Date the boundaries of each of the Inuit Communities are as set out in the Map Atlas (shown for illustrative purposes only in schedules 17-A, 17-B, 17-C, 17-D and 17-E) and described in appendices B-1 Part 2, B-2 Part 2, B-3 Part 2, B-4 Part 2 and B-5 Part 2.

17.39.2 The boundaries of an Inuit Community may be expanded to adjacent lands at the request of the Inuit Community Government with the consent of:

(a) the Nunatsiavut Government, for Labrador Inuit Lands;

(b) the Province, for Provincial Crown Lands; or

(c) Canada, for lands under the administration and control of Canada.

Part 17.40 Inuit Community Government Structure

17.40.1 The legislative authority of each Inuit Community Government shall be vested in an elected Inuit Community Council composed of an AngajukKak and Inuit Community Councillors.

17.40.2 The executive authority of each Inuit Community Government shall be vested in the AngajukKak and shall be exercised subject to Inuit Laws and Bylaws.

17.40.3 The AngajukKak shall be elected at large and shall be an Inuk ordinarily resident in the Inuit Community.

17.40.4 The Labrador Inuit Constitution shall provide for the election of Inuit Community Councils at regular intervals, not to exceed five years. All Inuit Community Government elections shall be held on the same date.

17.40.5 Subject to sections 17.40.10 and 17.40.13, Residents and Descendants in an Inuit Community are eligible to vote and to seek elected office in an Inuit Community Government in that portion of an Inuit Community Council set aside under section 17.40.7.

17.40.6 Except as provided in 17.40.3, New Residents are eligible to vote and to seek elected office in only that portion of an Inuit Community Council set aside under section 17.40.11.

17.40.7 No less than 75 percent of the seats for each Inuit Community Council shall be set aside for Inuit ordinarily resident in the Inuit Community and Residents and Descendants ordinarily resident in the Inuit Community.

17.40.8 The portion of an Inuit Community Council set aside under section 17.40.7 includes the AngajukKak.

17.40.9 A Resident or a Descendant may choose to vote and to seek elected office in that portion of an Inuit Community Council set aside for New Residents under section 17.40.11.

17.40.10 A choice made under section 17.40.9 is irrevocable and a Resident or a Descendant who makes the choice under section 17.40.9 loses all rights under section 17.40.5 and status as a Resident or Descendant. That Resident or Descendant shall then be absolutely deemed to be a New Resident for purposes of sections of 17.40.6 and 17.40.11.

17.40.11 The number of Inuit Community Council seats set aside in an Inuit Community Government for New Residents shall be in proportion to the ratio of the total number of New Residents who are eligible to vote to the total number of eligible voters in an Inuit Community Government election. The number of seats set aside under this section shall never be more than 25 percent of Inuit Community Council seats or less than one Inuit Community Council seat.

17.40.12 A Resident or a Descendant shall not lose any rights under section 17.40.5 or status as a Resident or Descendant when moving among the Inuit Communities.

17.40.13 A Resident or a Descendant who becomes ordinarily resident in a place other than an Inuit Community shall lose all rights under section 17.40.5 and status as a Resident or Descendant and such rights and status may not be reinstated.

17.40.14 Subject to any further qualifications that may be set out in an Inuit Law under subsection 17.7.3(b) and procedures and rules that may be established pursuant to subsections 17.3.3(b) and 17.3.3(e), an individual:

(a) is eligible to vote in an Inuit Community Government election if that individual has been ordinarily resident in the Inuit Community for 30 days immediately prior to the election; and

(b) is eligible to seek elected office in an Inuit Community Government if that individual has been ordinarily resident in the Inuit Community for six months immediately prior to Inuit Community Government elections.

17.40.15 All Persons in an Inuit Community are subject equally to Bylaws under sections 17.41.1 and 17.41.3. For greater certainty, an Inuit Community Government cannot make laws specifically in relation to Inuit except where the authority to do so has been delegated by the Nunatsiavut Government.

17.40.16 An Inuit Community Government shall, in the exercise of its powers under sections 17.41.1 and 17.41.3, be subject to the *Human Rights Code*.

17.40.17 Each Inuit Community Government:

(a) is responsible to the residents of the Inuit Community;

(b) is financially accountable to the residents of the Inuit Community; and

(c) shall establish a system of financial administration based on generally accepted accounting principles.

Part 17.41 Inuit Community Government Bylaws

17.41.1 Without restricting the overall jurisdiction of the Nunatsiavut Government, each Inuit Community Government has the power to make laws respecting the following local or municipal matters within its boundaries:

(a) the establishment of a system of administration for the Inuit Community Government;

(b) access to information held by the Inuit Community Government;

(c) subject to sections 17.42.2 to 17.43.3, the management, administration and disposition of Community Lands;

(d) community parks, recreation, amusements, entertainment and entertainment facilities, and public waiting areas;

(e) subject to section 17.28.5, the enforcement of Bylaws, including the appointment of Bylaw enforcement officers;

(f) curfews;

(g) community economic development, including tourism and the establishment of business improvement areas;

(h) public libraries;

(i) shop closing, billboards and public advertising, street trading and vending;

(j) community public works, public places and public facilities;

(k) the use of a stand or vehicle, whether or not that stand or vehicle is self moving, drawn by another vehicle or person or is temporarily or permanently stationary, or is a stand or vehicle for the sale of food or goods;

(l) the method of the display for sale or rental in shops of pornographic books, magazines, films or other pornographic reading or viewing material and the entrances of minors into such shops;

(m) the operation of recreational vehicles and other vehicles not licensed under the *Highway Traffic Act*, including the requirement for licences;

(n) parking lots and parking garages and controlling or prohibiting the parking of commercial vehicles in the Inuit Community;

(o) taxis; and

(p) generally other matters of a local or municipal nature as agreed by the Nunatsiavut Government and the Province and, where appropriate, Canada.

17.41.2 If there is a Conflict between a Bylaw under subsections 17.41.1(a) through (o) and a Law of General Application, the Bylaw prevails to the extent of the Conflict. Paramountcy in the event of a Conflict of Laws in relation to any matter referred to in subsection 17.41.1(p) will be by agreement of the Parties.

17.41.3 Subject to section 17.41.5, each Inuit Community Government has the power to make laws respecting the following local or municipal matters within its boundaries:

(a) prevention of pollution of Water in the Inuit Community used by the Inuit Community Council for the provision of municipal Water supply or necessary for the future use of the Inuit Community;

(b) the prevention and remediation of erosion;

(c) zoning in conformity with chapter 10, the regulation of buildings and their use and occupancy and the designation and protection of heritage buildings and spaces;

(d) the provision of services such as Water, sewer, lighting, waste removal and disposal, storm water drainage, snow clearance, removal and disposal, and the prevention, management and removal of core ice and ice in built-up areas;

(e) fire protection and fire fighting services;

(f) prohibition and control of noise or other nuisances;

(g) cemeteries and crematoria;

(h) care and keeping of livestock, poultry and pets, the impoundment and disposal of any animal improperly at large or diseased, and the burial and disposal of dead animals or animal parts; and

(i) the licensing of businesses.

17.41.4 If there is a Conflict between a Bylaw under section 17.41.3 and a Law of General Application, the Law of General Application prevails to the extent of the Conflict.

17.41.5 The power of the Inuit Community Government to make Bylaws in relation to the matters referred to in sections 17.41.1 and 17.41.3 is as extensive as the jurisdiction of municipalities under the *Municipalities Act, 1999*.

17.41.6 Any decision of an Inuit Community Council respecting:

(a) a matter under section 17.41.1 or 17.41.3; or

(b) any other matter that is within the authority of the Nunatsiavut Government that has been delegated to an Inuit Community Government and that will apply to all residents of the Inuit Community,

shall be voted on only by Inuit Community Councillors other than those who are representatives of Inuit under an Inuit Law made pursuant to section 17.7.3, and shall be decided by at least a simple majority of those Inuit Community Councillors eligible to vote and who are present when the vote is taken.

17.41.7 Any decision of an Inuit Community Council respecting a matter that affects only Inuit under the Agreement shall be voted on only by Inuit Community Councillors who are Inuit and shall be decided by at least a simple majority of those Inuit Community Councillors eligible to vote and who are present when the vote is taken.

Part 17.42 Land Within Inuit Communities

17.42.1 The Province shall transfer to each Inuit Community Government, at the date of the establishment of each Inuit Community Government, freehold title to all Provincial Crown Land within the boundaries of each Inuit Community. A transfer under this section shall be by order in council and shall be recorded in the Registry of Deeds without charge or fee.

17.42.2 The transfer of freehold title under section 17.42.1 shall not include a conveyance of Subsurface Resources, Carving Stone, Provincial Crown Land required by the Province, or Provincial Crown Land upon which there is an existing building held by a public utility, and lands transferred under section 17.42.1 are not Labrador Inuit Lands.

17.42.3 Where Provincial Crown Land conveyed to an Inuit Community Government under section 17.42.1 is subject to a Surface Interest, including a public utility easement, the Province shall assign its rights and obligations under the Surface Interest to the Inuit Community Government.

17.42.4 For greater certainty, a Surface Interest assigned under section 17.42.3:

(a) continues in accordance with its terms and conditions; and

(b) vests fully in the Inuit Community Government upon its expiration if the holder of the Surface Interest chooses not to renew or extend it.

17.42.5 If:

(a) the holder of a Surface Interest referred to in section 17.42.3 has a right to apply for a renewal or extension of the interest under the terms and conditions of the lease, licence, permit or Legislation under which the interest was held immediately prior to the assignment under section 17.42.3; or

(b) the term of the Surface Interest referred to in section 17.42.3 is five years or more,

and the holder chooses to renew or extend the interest prior to the expiration of the interest, the holder shall make application to the Inuit Community Government to renew or extend the interest.

17.42.6 The Inuit Community Government shall renew or extend a Surface Interest referred to in section 17.42.3 if the interest holder has satisfied the terms and conditions of the lease, licence, or permit.

17.42.7 Except as otherwise provided in section 17.43.2, the Inuit Community Government may, at its discretion, impose additional terms and conditions upon the renewal or extension of a Surface Interest referred to in section 17.42.3, including the imposition of fees, charges, rents or royalties, but the additional terms or conditions shall be reasonable.

17.42.8 If there is a Dispute between the holder of a Surface Interest, other than a disagreement referred to in section 17.43.3, and an Inuit Community in connection with the renewal or extension of a Surface Interest referred to in section 17.42.5, the Dispute shall be resolved under chapter 21.

Part 17.43 Public Utilities Easements

17.43.1 The Inuit Community Government has the exclusive authority to issue public utility easements on Community Lands, subject to section 17.43.2.

17.43.2 The terms and conditions, including fees, charges and rents, imposed by the Inuit Community Government upon the issuance, review, renewal or extension of public utility easements referred to in sections 17.42.3 and 17.43.1 shall be the same as the terms and conditions imposed by the Province for easements held by public utilities in communities of similar size and circumstance in Newfoundland and Labrador.

17.43.3 If there is a disagreement between a public utility and an Inuit Community Government arising under this part in connection with the issuance, review, renewal or extension of an easement, the disagreement shall not be referred to arbitration under chapter 21 but shall be resolved by the Board of Commissioners of Public Utilities.

17.43.4 Notwithstanding part 4.15, Laws of General Application apply to entry and access to Labrador Inuit Lands in the Inuit Communities.

Part 17.44 Quarry Materials

17.44.1 An Inuit Community Government shall not charge fees to the Province or its contractors, agents or assigns for access to approved Quarry Material sites in Community Lands where that access is required for purposes of public works in the Inuit Community. The Province will not charge any fee or Royalty Tax to an Inuit Community Government or its contractors, agents or assigns with respect to approved Quarry Material sites in Community Lands where the Quarry Material is required for purposes of public works in the Inuit Community.

17.44.2 Except for lands referred to in section 17.44.3, lands within the boundaries of an Inuit Community, including lands owned in freehold, shall be subject to Bylaws under sections 17.41.1 and 17.41.3.

17.44.3 Lands within the boundaries of an Inuit Community and any buildings, appurtenances or fixtures thereon, under the control and administration of the Nunatsiavut Government shall be exempt from Bylaws under section 17.41.1 or 17.41.3, to the same extent that lands under the administration and control of Canada or the Province, and any buildings, appurtenances or fixtures thereon are exempt from Bylaws.

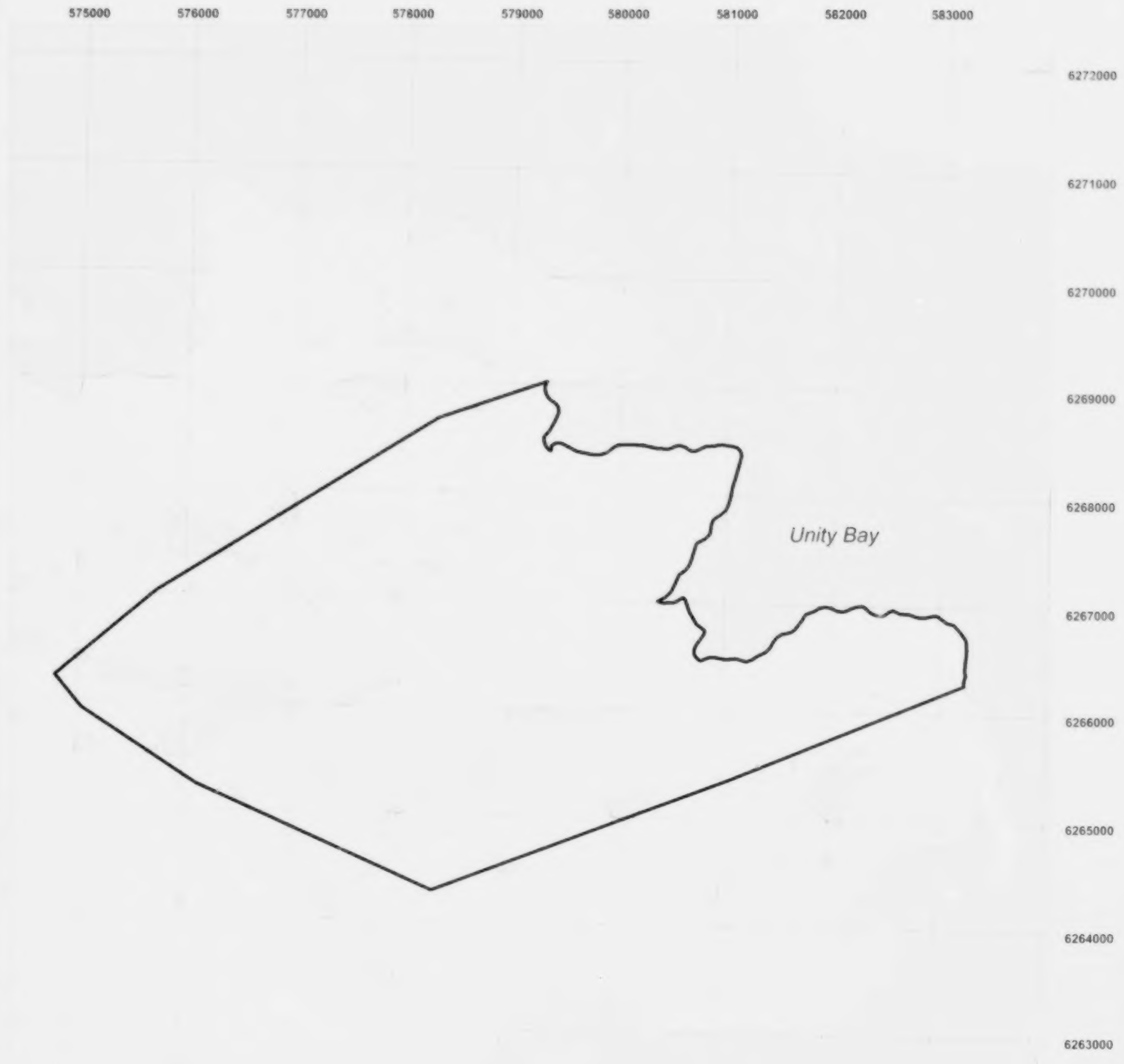
Labrador Inuit Land Claims Agreement

Schedule 17-A

Boundary of the Inuit Community of Nain

(section 17.39.1)

This is not an authoritative map of the boundary of the Inuit Community of Nain and has been prepared for illustrative purposes only. The authoritative map of the boundary of the Inuit Community of Nain is contained in the Map Atlas.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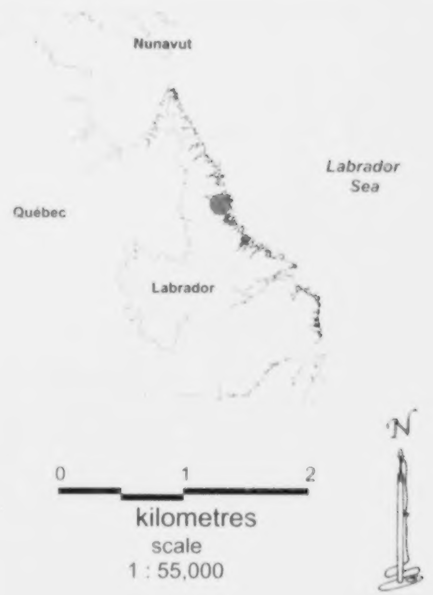
6263000
Unity Bay

legend

▭ Inuit Community of Nain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Labrador Sea
Québec
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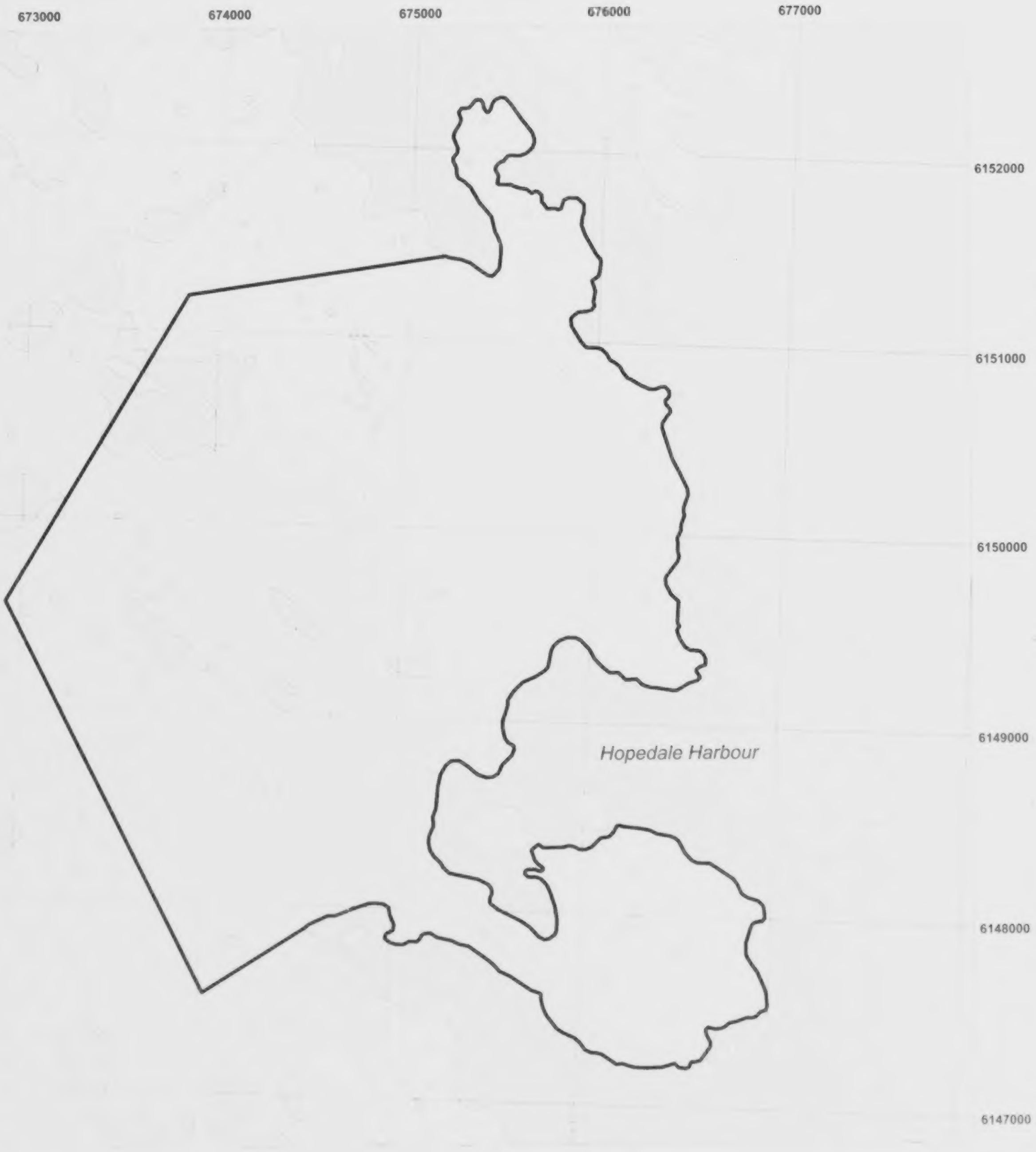
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675000
676000
677000
6152000
6151000
6150000
6149000
6148000
6147000
Hopedale Harbour

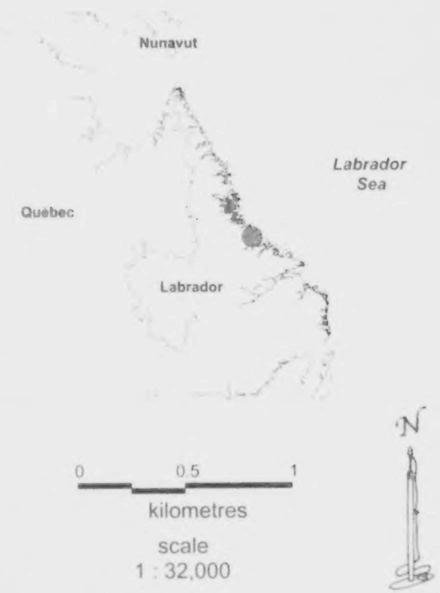
Labrador Inuit Land Claims Agreement

Schedule 17-B
Boundary of the Inuit Community of Hopedale
(section 17.39.1)

This is not an authoritative map of the boundary of the Inuit Community of Hopedale and has been prepared for illustrative purposes only. The authoritative map of the boundary of the Inuit Community of Hopedale is contained in the Map Atlas.

legend

▭ Inuit Community of Hopedale


Nunavut
Labrador Sea
Québec
Labrador
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0
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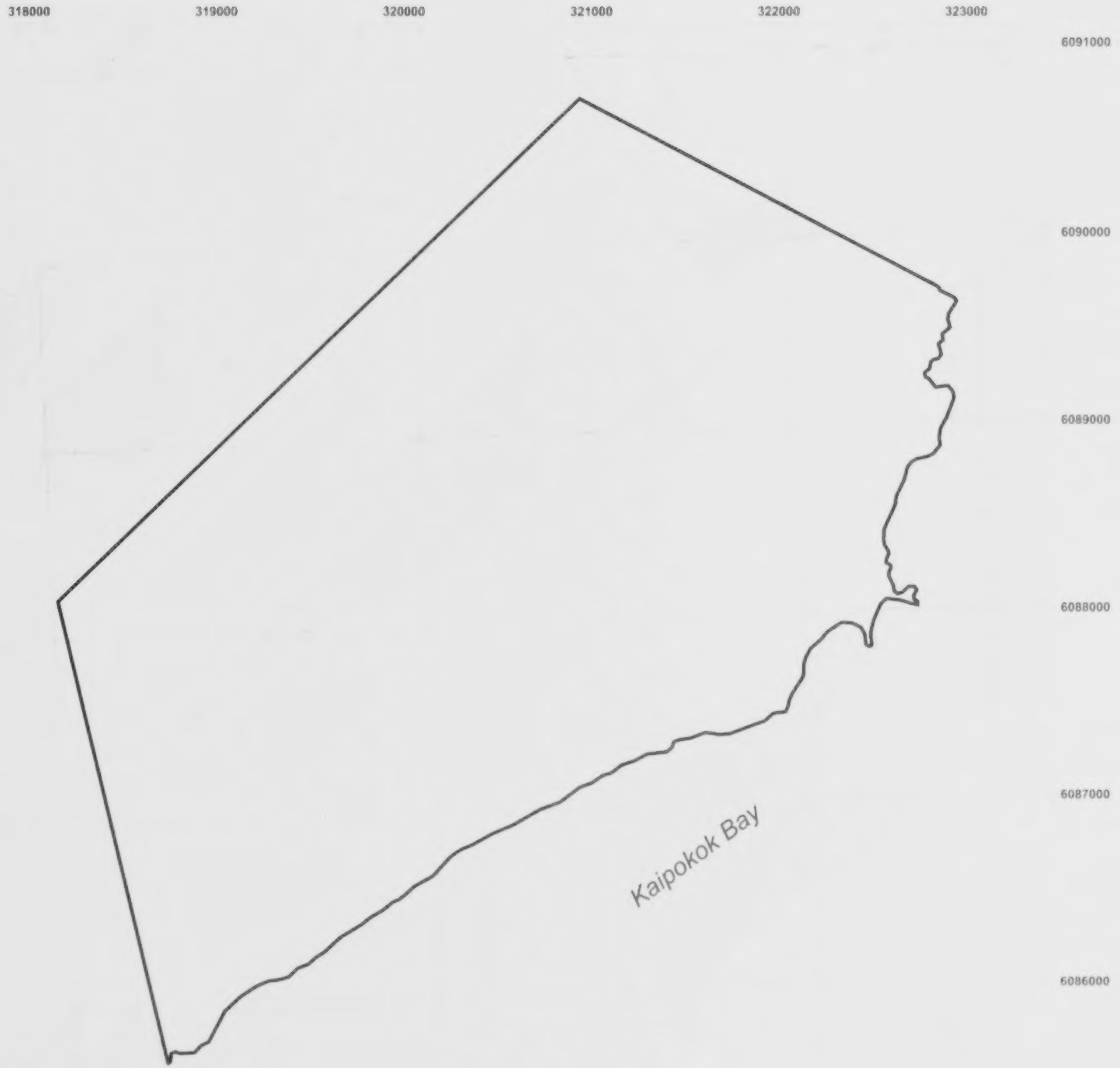
Labrador Inuit Land Claims Agreement

Schedule 17-C
Boundary of the Inuit Community of Postville
(section 17.39.1)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322000
323000
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6090000
6089000
6088000
6087000
6086000
Kaipokok Bay

This is not an authoritative map of the boundary of the Inuit Community of Postville and has been prepared for illustrative purposes only. The authoritative map of the boundary of the Inuit Community of Postville is contained in the Map Atlas.

legend

☐ Inuit Community of Postville

Nunavut
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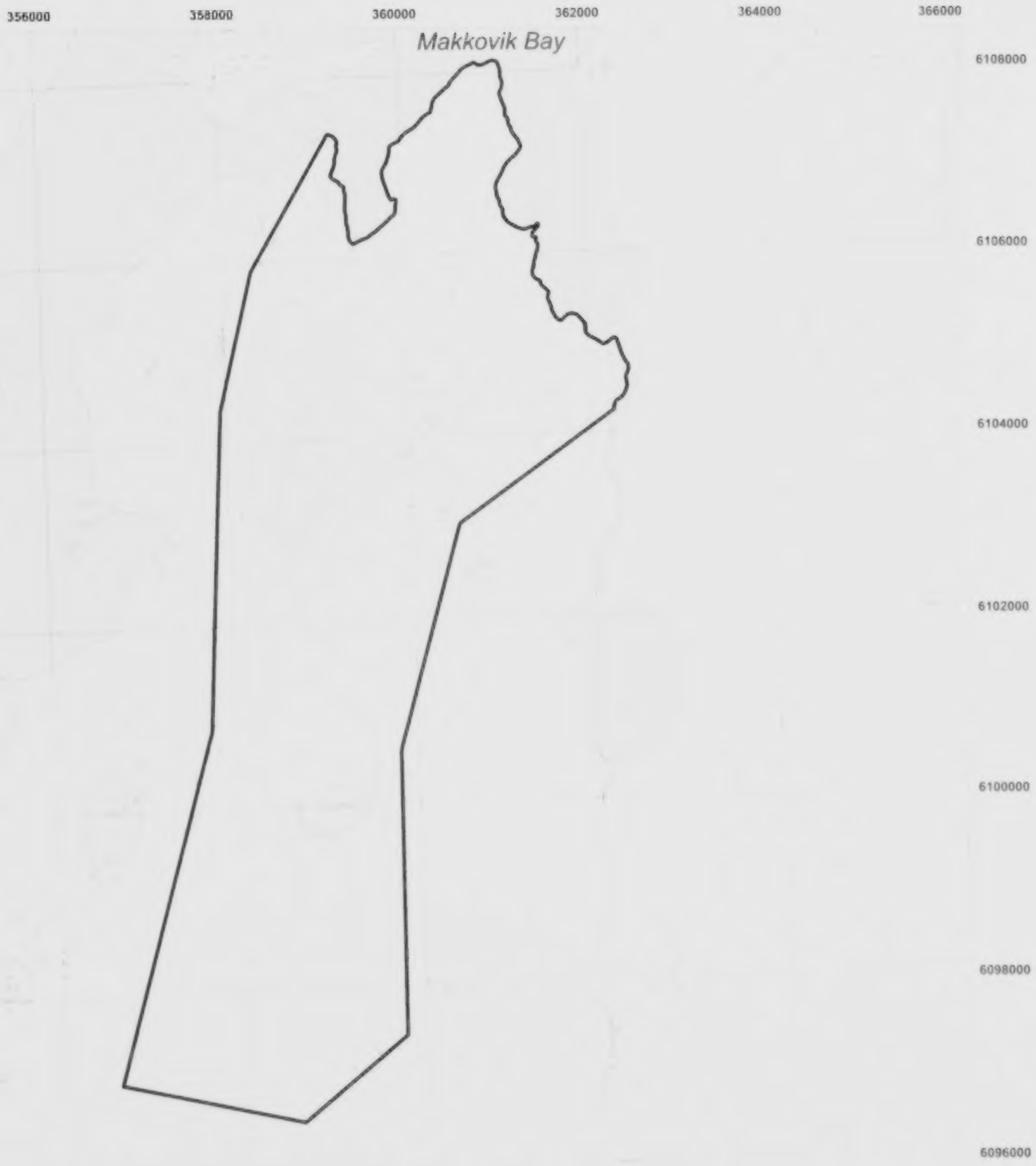
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Makkovik Bay
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6096000

Labrador Inuit Land Claims Agreement

Schedule 17-D
Boundary of the Inuit Community of Makkovik
(section 17.39.1)

This is not an authoritative map of the boundary of the Inuit Community of Makkovik and has been prepared for illustrative purposes only. The authoritative map of the boundary of the Inuit Community of Makkovik is contained in the Map Atlas.

legend

☐ Inuit Community of Makkovik

Nunavut
Labrador Sea
Québec
Labrador

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kilometres

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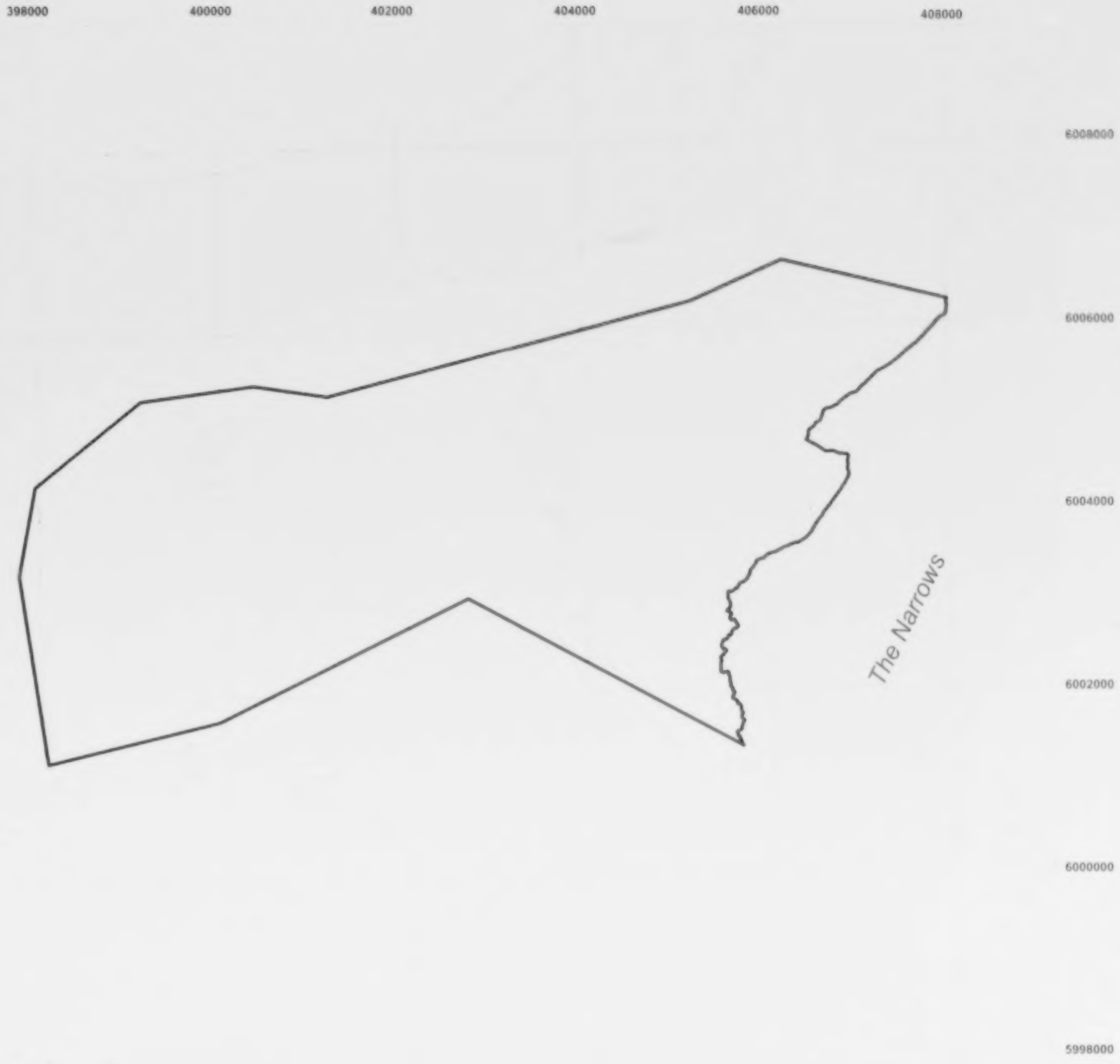
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The Narrows

Labrador Inuit Land Claims Agreement

Schedule 17-E

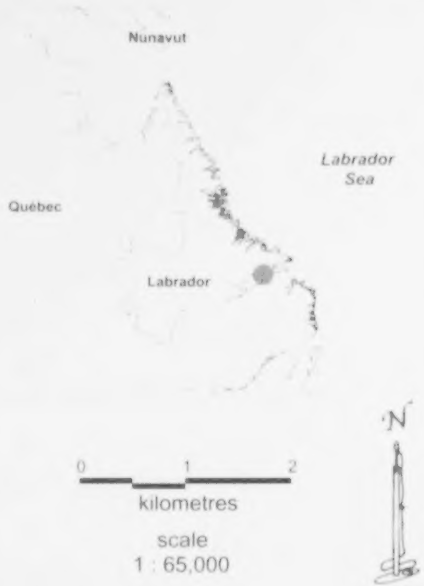
Boundary of the Inuit Community of Rigolet

(section 17.39.1)

This is not an authoritative map of the boundary of the Inuit Community of Rigolet and has been prepared for illustrative purposes only. The authoritative map of the boundary of the Inuit Community of Rigolet is contained in the Map Atlas.

legend

☐ Inuit Community of Rigolet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Labrador Sea
Québec
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Chapter 18: Fiscal Financing Agreements

Part 18.1 General

18.1.1 Every five years, or at other intervals agreed to by the Parties, the Parties will negotiate a Fiscal Financing Agreement by which funding will be provided to the Nunatsiavut Government for the provision of programs and services, to be agreed upon in the Fiscal Financing Agreement, to Inuit and, where applicable, to other Persons in the Inuit Communities, at levels reasonably comparable to programs and services generally prevailing in communities of similar size and circumstances in Labrador.

18.1.2 A Fiscal Financing Agreement:

(a) shall not form part of the Agreement; and

(b) is not intended to be a treaty or land claims agreement and is not intended to recognize or affirm aboriginal or treaty rights within the meaning of sections 25 and 35 of the *Constitution Act, 1982*.

18.1.3 Any financial obligation that a Party may assume under a Fiscal Financing Agreement is subject to the appropriation of funds:

(a) in the case of Canada, by the Parliament of Canada;

(b) in the case of the Province, by the House of Assembly; and

(c) in the case of the Nunatsiavut Government, by the legislative body of the Nunatsiavut Government.

18.1.4 Unless otherwise agreed by the Parties in a Fiscal Financing Agreement and except as provided in sections 17.29.1 and 17.31.23, the creation of the Nunatsiavut Government, the recognition of Nunatsiavut Government legislative authority under the Agreement and the exercise of Nunatsiavut Government legislative authority do not create or imply any financial or legal obligation or responsibility on the part of any Party for the costs of, or associated with, the Nunatsiavut Government, its institutions and infrastructure or for the exercise of Nunatsiavut Government jurisdiction, including the provision of programs and services to Inuit.

18.1.5 If a Fiscal Financing Agreement expires before the Parties have negotiated a successor agreement, the terms of the Fiscal Financing Agreement shall continue in effect for a period of two years after its original expiry date, or any additional period agreed to by the Parties.

Part 18.2 Fiscal Financing Agreement Negotiations

18.2.1 In negotiating a Fiscal Financing Agreement, the Parties shall take into account, as appropriate, the following:

(a) the prevailing fiscal policies of Canada and the Province;

(b) the Nunatsiavut Government's own source revenue capacity as determined under an own source revenue agreement or, in the absence of an own source revenue agreement, under the Fiscal Financing Agreement;

(c) efficiency and effectiveness in the provision of programs and services;

(d) the remoteness, location and accessibility of Labrador Inuit Lands and the Inuit Communities;

(e) population and demographic characteristics of Inuit receiving services and programs from the Nunatsiavut Government and, where applicable, of other Persons receiving agreed-upon programs and services from the Nunatsiavut Government;

(f) the desirability of reasonably stable, predictable and flexible funding arrangements; and

(g) any other matters that may be agreed to by the Parties.

18.2.2 In negotiating a Fiscal Financing Agreement, the Parties may take into account, as appropriate, the following:

(a) the costs necessary to establish and operate Nunatsiavut Government institutions;

(b) training requirements and development of capacities for Nunatsiavut Government purposes;

(c) the jurisdictions, authorities, obligations, programs and services of the Nunatsiavut Government or to be assumed by the Nunatsiavut Government; and

(d) any other matter that may be agreed to by the Parties.

18.2.3 Each Fiscal Financing Agreement shall include provisions for:

(a) program transfer mechanisms;

(b) supplementary or emergency funding procedures;

(c) payment mechanisms;

(d) dispute resolution procedures;

(e) information exchange;

(f) accountability including accounting, reporting and audit provisions; and

(g) negotiation of the next Fiscal Financing Agreement.

Part 18.3 Own-Source Revenue Capacity of the Nunatsiavut Government

18.3.1 Every ten years or at other intervals agreed to by the Parties, the Parties shall negotiate the manner in which the Nunatsiavut Government's own-source revenue capacity will be taken into account under the relevant Fiscal Financing Agreements.

18.3.2 In determining the Nunatsiavut Government's own-source revenue capacity and the manner in which it will be taken into account, the Parties shall apply the following:

(a) the Nunatsiavut Government's own-source revenue capacity shall not include any Capital Transfer payments received by the Designated Inuit Organization or Inuit;

(b) the Nunatsiavut Government's own-source revenue capacity shall not include any implementation payments, or any interest thereon, received by the Nunatsiavut Government under chapter 23;

(c) there shall be a fair basis of comparison between the Nunatsiavut Government's revenue capacity from commercial activities carried on by the Nunatsiavut Government, including wholly owned corporations, and revenue capacity of other Canadian governments from taxation of similar commercial activities;

(d) the Nunatsiavut Government's own-source revenue capacity shall not include the Revenue received by the Nunatsiavut Government from the Province under part 7.5;

(e) the Nunatsiavut Government's own-source revenue capacity shall not include proceeds from the sale or Expropriation of Labrador Inuit Lands;

(f) the Nunatsiavut Government's own-source revenue capacity shall not be taken into account so as to reduce unreasonably the incentive of the Nunatsiavut Government or Inuit Community Governments to raise revenues; and

(g) the Nunatsiavut Government's own-source revenue capacity shall be phased in gradually over periods agreed to by the Parties.

Chapter 19: Capital Transfers

Part 19.1 Payment of Capital Transfer

19.1.1 Canada shall make capital transfer payments to a Designated Inuit Organization in accordance with schedule 19-A.

Part 19.2 Negotiation Loan Payment

19.2.1 The Nunatsiavut Government shall make negotiation loan repayments to Canada in accordance with schedule 19-B.

19.2.2 The Nunatsiavut Government may make any payment due under section 19.2.1 from permitted funds. In this section "permitted funds" means any funds available to the Nunatsiavut Government from time to time other than amounts:

(a) that are received by the Nunatsiavut Government pursuant to sections 23.5.1 and 23.6.1; or

(b) that are borrowed by the Nunatsiavut Government against security granted directly or indirectly against amounts payable to the Nunatsiavut Government pursuant to chapter 19 or 23.

19.2.3 If the Nunatsiavut Government is in uncured default of any amount past due under section 19.2.1, Canada may deduct such amount from any payment to be made under section 19.1.1 plus accrued interest at a rate that is the same as the 14-year amortized Consolidated Revenue Fund Lending Rate utilized in the calculation of the provisional schedule of payments set out in schedule 19-A, less 0.125 percent, compounded annually.

19.2.4 Notwithstanding section 19.2.1, the Nunatsiavut Government may, at its option, repay or accelerate the repayment of the outstanding negotiation loan amounts without bonus or penalty, at its option, such that the present value of the remaining negotiation loan repayments under schedule 19-B remains the same when calculated using a discount rate that is the same as the 14-year amortized Consolidated Revenue Fund Lending Rate utilized in the calculation of the provisional schedule of payments set out in schedule 19-A, less 0.125 percent.

19.2.5 Except as provided in this part, terms and conditions of the negotiation loans shall be unaffected.

Part 19.3 Loans Against Capital Transfer

19.3.1 At any time after three years from the Effective Date, the Designated Inuit Organization may request a loan from Canada against the then unpaid balance of the Capital Transfer.

19.3.2 If Canada agrees to consider the request, the Minister of Finance, representing Canada, and the Designated Inuit Organization shall negotiate the amount and terms and conditions of the loan.

19.3.3 The Minister of Finance is authorized to consider a request and to grant a loan, on terms and conditions as agreed, up to the amount requested, if the Minister of Finance is satisfied that:

(a) the loan is intended for the social or economic development of Inuit;

(b) in any year, the unpaid balance of the Capital Transfer is sufficient to cover the total of all outstanding loan payments and interest required of the Designated Inuit Organization;

(c) the terms and conditions of the loan, including the amount of the loan, the timing and amount of repayments, and the interest rate:

(i) are consistent with Government of Canada policies and practices for granting loans; and

(ii) enable the Minister of Finance to manage public disbursements and ensure fiscal constraint; and

(d) the amount of the loan to be paid is available for that purpose from the applicable Parliamentary appropriation.

19.3.4 A condition of any loan made under this part shall be that the Designated Inuit Organization pay the amount that would reduce the outstanding balance of the negotiation loan repayments referred to in section 19.2.1 as at the time of the loan by the same proportion as the amount loaned under this part bears to the unpaid balance, as at the time of the loan, of the payments referred to in section 19.2.4. The amount may be paid at any time during the term of the loan and shall be credited against the last payments in schedule 19-B.

Schedule 19-A: Provisional Capital Transfer Payments Schedule

Date	**Payments***
On the Effective Date	$26,993,679
On the first anniversary of the Effective Date	$26,993,679
On the second anniversary of the Effective Date	$20,245,259
On the third anniversary of the Effective Date	$20,245,259
On the fourth anniversary of the Effective Date	$13,496,840
On the fifth anniversary of the Effective Date	$13,496,840
On the sixth anniversary of the Effective Date	$13,496,840
On the seventh anniversary of the Effective Date	$6,748,420
On the eighth anniversary of the Effective Date	$6,748,420
On the ninth anniversary of the Effective Date	$6,748,420
On the tenth anniversary of the Effective Date	$6,748,420
On the eleventh anniversary of the Effective Date	$6,748,420
On the twelfth anniversary of the Effective Date	$6,748,420
On the thirteenth anniversary of the Effective Date	$6,748,420
On the fourteenth anniversary of the Effective Date	$6,748,420

*Final payment amounts will be calculated in accordance with the following notes.

Notes for Finalizing Schedule 19-A

1. These notes will not form part of the Agreement. The purpose of these notes is to enable the Parties to calculate the amounts to be shown in the provisional schedule of payments under schedule 19-A and the amounts for the final schedule of payments.

2. In these notes:

"FDDIPI" means the Final Domestic Demand Implicit Price Index for Canada published by Statistics Canada; and

"Transition Date" means the date that is 15 months after the signature of the Agreement.

3. The provisional schedule of payments is calculated such that:

(a) the provisional schedule will provide for a first payment on the Effective Date and subsequent payments on each anniversary date;

(b) the present value of the amounts listed in the provisional schedule will equal $140.0 million multiplied by the FDDIPI for the first quarter of 2003 and by dividing the resulting product by the value of the FDDIPI for the second quarter of 1997; and

(c) the present value referred to in note 3(b) is calculated using as a discount rate 4.755 percent, which is the 14-year amortized Consolidated Revenue Fund Lending Rate that the Minister of Finance for Canada has approved for August 2003, less 0.125 percent.

4. The final schedule of payments will be calculated prior to Effective Date by multiplying each amount in the provisional schedule of payments by the value of the FDDIPI for the latest quarter available at that date or the value of FDDIPI for the quarter that includes the Transition Date, whichever is less, and by dividing the resulting product by the value of the latest available FDDIPI for the first quarter of 2003.

5. If the period between the signature of the Agreement and the Effective Date exceeds 15 months, each amount in the provisional schedule will be adjusted by multiplying the resulting amount in note 4 by

$$(i + DR)^{Y} \times (1+[DR \times d/365])$$

where "DR" is the same discount rated described in note 3(c),
where "Y" is the number of complete years between the Transition Date and the Effective Date, and
where "d" is the number of days in any partial year between the Transition Date and the Effective Date.

6. The final schedule of payments will be incorporated into the Agreement immediately prior to the Effective Date.

Schedule 19-B: Repayment of Loan Amounts

Date*	**Payments****
On the Effective Date	$4,632,385
On the first anniversary of the Effective Date	$4,632,385
On the second anniversary of the Effective Date	$4,632,385
On the third anniversary of the Effective Date	$4,632,385
On the fourth anniversary of the Effective Date	$4,632,385
On the fifth anniversary of the Effective Date	$4,632,385
On the sixth anniversary of the Effective Date	$4,632,385
On the seventh anniversary of the Effective Date	$4,632,385
On the eighth anniversary of the Effective Date	$4,632,385
On the ninth anniversary of the Effective Date	$4,632,385
On the tenth anniversary of the Effective Date	$4,632,385
On the eleventh anniversary of the Effective Date	$4,632,385
On the twelfth anniversary of the Effective Date	$4,632,385
On the thirteenth anniversary of the Effective Date	$4,632,385
On the fourteenth anniversary of the Effective Date	$4,632,385

* May be adjusted so as to be in advance of the anniversary date so as to account for the application of section 19.2.2.

** Provisional amounts based on estimated total outstanding loans and accrued interest up to September 1, 2005 of $51,213,505. Final payment amounts will be calculated in accordance with the following notes.

Notes to Finalize Schedule 19-B

1. These notes will not form part of the Agreement. The purpose of these notes is to enable the Parties to calculate the amounts for the final schedule of loan re-payments.

2. The final schedule of loan repayment amounts will be calculated prior to the Effective Date such that:

   (a) the present value of the amounts listed in the final schedule will equal the total outstanding amount of negotiation loans (principal plus accrued interest) as at the Effective Date of the Agreement;

   (b) the present value referred to in note 2(a) will be calculated using as a discount rate 4.755 percent, which is the 14 year amortized Consolidated Revenue Fund Lending Rate that the Minister of Finance for Canada for August 2003, less 0.125 percent;

   (c) in any year, the unpaid balance of the Capital Transfer must be sufficient to cover the total of all outstanding loan repayment amounts and applicable interest charges.

3. The final schedule of loan repayments amounts will be incorporated into the Agreement immediately prior to the Effective Date.

Chapter 20: Taxation

Part 20.1 Definitions

20.1.1 In this chapter:

"Direct" has the same meaning, for the purposes of distinguishing between a direct tax and an indirect tax, as in section 92(2) of the *Constitution Act, 1867*;

"Inuit Capital" means all land, cash, and other assets transferred to the Nunatsiavut Government, Inuit, a Designated Inuit Organization or an Inuit Community Government under the Agreement, or recognized as owned by the Nunatsiavut Government, an Inuit Community Government or Inuit under the Agreement; and

"Successor Legislation" includes any Provincial Legislation to amend or replace, in whole or in part, the *Mining and Mineral Rights Tax Act*, the *Petroleum and Natural Gas Act*, the *Quarry Materials Act* or the *Mineral Act*, or to levy a new or additional amount in respect of a Subsurface Resource that is a tax, royalty, rent, fee, excluding a fee levied for administrative purposes, or other payment in the nature of a royalty, and, where the Province enters into a tax collection, tax rental or similar arrangement with Canada or any other jurisdiction in respect of Revenue shared under parts 7.3, 7.4 and 7.5, any such arrangement.

20.1.2 In section 20.3.1, 'Person' includes an individual, a partnership, a corporation, a trust, a joint venture, an unincorporated association or other entity, a government or any agency or subdivision of a government, and their respective heirs, executors, administrators and other legal representatives.

Part 20.2 Taxation Powers

20.2.1 The Nunatsiavut Government may make laws in relation to:

(a) Direct taxation of Inuit within Labrador Inuit Lands and the Inuit Communities, in order to raise revenue for Nunatsiavut Government purposes;

(b) harmonization and coordination of taxation by the Inuit Community Governments under section 20.2.2; and

(c) the implementation of any taxation agreement entered into between it and Canada or the Province, or both.

20.2.2 The powers of an Inuit Community Government to make laws in relation to the Direct taxation of Inuit shall be the same as the powers of a municipality under Provincial Legislation but in no case shall the powers of the Inuit Community Government to make laws in relation to Direct taxation of Inuit be less than the powers that may be exercised by a municipality under Provincial Legislation on the Effective Date.

20.2.3 The powers of the Nunatsiavut Government and the Inuit Community Governments under sections 20.2.1 and 20.2.2 shall not limit the taxation powers of Canada or the Province.

20.2.4 An Inuit Law or Bylaw under this chapter is subject to the relevant obligations of Canada under International Agreements respecting taxation.

Part 20.3 Taxation Powers Agreements

20.3.1 Subject to section 20.3.2, from time to time Canada and the Province, together or separately, may negotiate an agreement with the Nunatsiavut Government respecting:

(a) the extent to which the power of the Nunatsiavut Government under subsection 20.2.1(a) may be extended to apply to Persons other than Inuit within Labrador Inuit Lands and the Inuit Communities;

(b) the extent to which the powers of an Inuit Community Government under section 20.2.2 may be extended to apply to Persons other than Inuit; and

(c) the manner in which the taxation powers of the Nunatsiavut Government or of an Inuit Community Government will be coordinated with existing federal or Provincial tax systems.

20.3.2 On the Effective Date, the Province and the Nunatsiavut Government shall enter into an agreement referred to in subsection 20.3.1(b) that may be amended from time to time.

20.3.3 A taxation agreement referred to in this part:

(a) shall not form part of the Agreement; and

(b) is not intended to be a treaty or land claims agreement and is not intended to recognize or affirm aboriginal or treaty rights within the meaning of sections 25 and 35 of the *Constitution Act, 1982*.

Part 20.4 Lands

20.4.1 Within Labrador Inuit Lands and the Inuit Communities, the Nunatsiavut Government is not subject to taxation of land, or interests in land, on which there is no improvement or on which there is an improvement all or substantially all of which is used for a public purpose and not for a profitable purpose.

20.4.2 Within its Inuit Community, an Inuit Community Government is not subject to taxation of land, or interests in land, on which there is no improvement or on which there is an improvement all or substantially all of which is used for a public purpose and not for a profitable purpose.

20.4.3 For greater certainty, the exemption from taxation in sections 20.4.1 and 20.4.2 does not apply to a taxpayer other than the Nunatsiavut Government or an Inuit Community Government, nor does it apply in respect of a disposition of capital by the Nunatsiavut Government or an Inuit Community Government.

20.4.4 For federal and Provincial income tax purposes, proceeds of disposition received by the Nunatsiavut Government on Expropriation of Labrador Inuit Lands will not be taxable.

Part 20.5 Transfer of Inuit Capital

20.5.1 A transfer under the Agreement of Inuit Capital and a recognition under the Agreement of ownership of Inuit Capital are not taxable.

20.5.2 For purposes of section 20.5.1, an amount paid to a Beneficiary is deemed to be a transfer of Inuit Capital under the Agreement if the payment:

(a) reasonably can be considered to be a distribution of a Capital Transfer received by a Designated Inuit Organization; and

(b) becomes payable to the Beneficiary within 90 clear days and is paid to the Beneficiary within 270 clear days from the date that the Designated Inuit Organization receives the Capital Transfer.

20.5.3 For federal and Provincial income tax purposes, Inuit Capital is deemed to have been acquired by the Nunatsiavut Government or the Inuit Community Government, as the case may be, at a cost equal to its fair market value on the later of:

(a) the Effective Date; and

(b) the date of transfer of ownership or the date of recognition of ownership, as the case may be.

Part 20.6 Provincial Royalties on Revenue Sharing

20.6.1 Amounts received or receivable under parts 7.3, 7.4 and 7.5 and amounts received or receivable by the Nunatsiavut Government under an Inuit Impacts and Benefits Agreement shall not be subject to taxation under the *Mining and Mineral Rights Tax Act*, the *Petroleum and Natural Gas Act*, the *Mineral Act* or any Successor Legislation.

Part 20.7 Tax Treatment Agreement

20.7.1 The Parties shall enter into a tax treatment agreement in relation to the tax treatment of Inuit Capital, Inuit Government, corporations or other entities of Inuit Government and an Inuit settlement trust. This tax treatment agreement comes into effect on the Effective Date.

20.7.2 A tax treatment agreement referred to in this part:

(a) shall not form part of the Agreement; and

(b) is not intended to be a treaty or land claims agreement and is not intended to recognize or affirm aboriginal or treaty rights within the meaning of sections 25 and 35 of the *Constitution Act, 1982*.

20.7.3 Canada will recommend to Parliament and the Province will recommend to the House of Assembly that the tax treatment agreement be given effect and force of law through Legislation referred to in section 22.8.1 or 22.8.2, as the case may be.

Chapter 21: Dispute Resolution

Part 21.1 Definitions

21.1.1 In this chapter:

"Disputants" means:

(a) Parties who have agreed to resolve a Dispute in accordance with this chapter;

(b) Persons who are required by the Agreement to resolve a Dispute under this chapter; or

(c) Persons having a right under the Agreement to seek the resolution of a Dispute under this chapter; and

"Member" means a member of the Dispute Resolution Board.

Part 21.2 General

21.2.1 Disputants shall make good faith efforts to resolve Disputes promptly through discussion or negotiation before seeking recourse to the processes set out in this chapter.

21.2.2 No Arbitration Panel may rule on the validity of the Agreement or alter, amend, delete or substitute any provision of the Agreement in any manner.

Part 21.3 Dispute Resolution Board

21.3.1 A dispute resolution board shall be established as soon as practicable after the Effective Date and shall comprise five individuals appointed by consensus of the Parties, or in accordance with section 21.3.2.

21.3.2 If a consensus is not reached under section 21.3.1 within one year from the Effective Date, then within 60 clear days thereafter, each Party shall appoint one Member and within 30 clear days from their appointment, such Members shall submit a consensus list of no fewer than five and no more than seven nominees to the Chief Justice who shall appoint two Members from that list.

21.3.3 The term of office of a Member is six years during good behaviour and a Member may be re-appointed for a further term or terms in accordance with the process set out in section 21.3.4.

21.3.4 Upon the expiration of a Member's term of office or if a Member does not complete a full term, within 60 clear days from the date on which the vacancy occurs a replacement shall be appointed by consensus of the Parties. If no consensus is reached:

(a) if the Member whose position is vacant was appointed by consensus of the Parties or by the Chief Justice, the replacement shall be appointed by the Chief Justice from a list of no fewer than five and no more than seven nominees prepared by consensus of the Parties; or

(b) within the following 30 clear days, if the Member whose position is vacant was appointed by a Party, the replacement shall be appointed by that Party.

21.3.5 The remuneration of Members shall be on an hourly or *per diem* basis for time worked.

21.3.6 The chairperson shall be appointed by the Members from among their number but if a chairperson has not been selected within 90 clear days from the establishment of the Dispute Resolution Board, the Chief Justice, upon application by any Party, shall appoint one of the Members to be the chairperson.

21.3.7 Upon the expiration of the chairperson's term of office or if the chairperson does not complete a full term, the Members shall, within 60 clear days from the date on which a replacement is appointed under section 21.3.4, appoint a new chairperson from among their number. If a new chairperson has not been appointed within that time, the Chief Justice, upon application by any Party, shall appoint one of the Members to be the chairperson.

Part 21.4 Powers of the Dispute Resolution Board

21.4.1 In addition to the powers of the Dispute Resolution Board set out elsewhere in the Agreement, and in accordance with this chapter, the Dispute Resolution Board has the following powers:

(a) to sit as an Arbitration Panel;

(b) to establish a roster of mediators and to appoint mediators from the roster;

(c) to establish rules and procedures for mediation and arbitration consistent with this chapter;

(d) to establish rules and procedures for the Dispute Resolution Board's internal administration; and

(e) to maintain a record of Arbitration Decisions.

Part 21.5 Mediation

21.5.1 Mediation of a Dispute shall not be initiated without the agreement of the Disputants and shall be conducted in accordance with this part.

21.5.2 Where mediation of a Dispute is requested by the Disputants, the Dispute Resolution Board shall:

(a) satisfy itself that the Disputants have complied with section 21.2.1; and

(b) if so satisfied, within seven clear days from the receipt of the request, appoint a mediator from the roster referred to in subsection 21.4.1(b).

21.5.3 The Disputants shall provide full and timely disclosure of all relevant facts, information and documents to each other and to the mediator so as to facilitate the mediation.

21.5.4 Confidential information disclosed under section 21.5.3 shall be kept confidential by the Disputants, the mediator and third parties to the mediation.

21.5.5 The mediation shall be concluded within a maximum period of 21 clear days from the date of appointment of the mediator under subsection 21.5.2(b) unless the Disputants and the mediator agree to an extension.

21.5.6 The Disputants shall each bear their own costs of participation in a mediation and pay equally all other costs of mediating the Dispute, including the remuneration of the mediator.

21.5.7 The mediator shall submit a mediation report to the Disputants upon conclusion of the mediation, and shall give written notice to the Dispute Resolution Board that mediation has been concluded.

21.5.8 The mediation, including the mediation report, shall be confidential and without prejudice to the rights and claims of the Disputants.

21.5.9 A Disputant shall not, in any Legal Proceeding relating to a Dispute that has been the subject of mediation:

(a) call the mediator as a witness;

(b) seek access to any records or notes of the mediator; or

(c) introduce the mediation report as evidence.

21.5.10 If the mediation report referred to in section 21.5.7 is accepted by the Disputants, or other settlement of the Dispute is reached, the Disputants shall carry out the terms of settlement as soon as possible.

21.5.11 If the Disputants have requested mediation, an Arbitration Panel shall not arbitrate the Dispute until the mediation has been concluded.

Part 21.6 Arbitration

21.6.1 An Arbitration Panel shall not arbitrate a Dispute unless it is satisfied that:

(a) the Disputants have complied with section 21.2.1; or

(b) the bad faith of one of the Disputants renders compliance with section 21.2.1 unreasonable.

21.6.2 An arbitration shall be initiated by a written submission to the Dispute Resolution Board by a Disputant or the Disputants.

21.6.3 Except in the case of a joint submission under subsection 21.6.4(c), the Disputant initiating a submission shall immediately serve the submission referred to in section 21.6.2 on all other Disputants.

21.6.4 The Dispute Resolution Board shall:

(a) accept a request for arbitration from one of the Disputants where the Dispute is between Persons who are required by the Agreement to resolve the Dispute under this chapter or who have a right under the Agreement to seek the resolution of the Dispute under this chapter;

(b) accept a request for arbitration from one of the Disputants where the Dispute is between Parties who are required by an ancillary or supplemental agreement to resolve the Dispute under this chapter or who have a right under the ancillary or supplemental agreement to seek the resolution of the Dispute under this chapter; and

(c) where each Disputant is a Party, proceed with arbitration upon a joint submission of the Disputants.

21.6.5 The submission to the Dispute Resolution Board referred to in section 21.6.2 shall set out the following:

(a) the Disputants;

(b) the nature of the Dispute;

(c) a summary of the facts;

(d) the issue or issues requiring resolution;

(e) the relief being sought; and

(f) in the case of a joint submission, any matter agreed upon by the Disputants.

21.6.6 Nothing shall prevent a Disputant from making an offer of settlement relating to a Dispute during the course of arbitration, but the offer shall be excluded from consideration in the arbitration except for purposes of an award of costs under section 21.7.7.

21.6.7 Subject to section 21.2.2, an Arbitration Panel has the powers and is subject to the duties of an arbitrator under the *Arbitration Act* and has the jurisdiction to arbitrate all matters related to a Dispute, including the jurisdiction to:

(a) determine any question of Law;

(b) determine any question of fact;

(c) order a Disputant to furnish further details, whether factual or legal;

(d) determine any question as to the Arbitration Panel's jurisdiction under the Agreement;

(e) make one or more interim awards, including stop orders and orders in the nature of an injunction;

(f) proceed, despite a failure by a Disputant to comply with the Dispute Resolution Board's rules or an order or direction of the Arbitration Panel, after giving written notice of intention to do so;

(g) order the production of documents;

(h) receive and take into account such written or oral evidence tendered by the Disputants as the Arbitration Panel determines is relevant, whether or not that evidence is admissible in Law;

(i) subject to part 21.8 and any agreement of the Disputants with respect to the language of the arbitration, determine the language or languages to be used in the arbitration and make any order with respect to the translation of evidence, documents or submissions;

(j) refer any question of Law to the Supreme Court; and

(k) award any remedy in Law, subject to the provisions of the Agreement and any terms of a joint submission to arbitration by the Disputants.

21.6.8 The Dispute Resolution Board may, upon application by a party to two or more Disputes, order that:

(a) Disputes be consolidated on any terms it considers just;

(b) a number of Disputes be heard at the same time or in a specified sequence; or

(c) a Dispute be stayed until after the determination of another Dispute.

21.6.9 The arbitration of a Dispute shall be by the Dispute Resolution Board acting as an arbitration panel unless the Disputants agree to arbitration:

(a) by naming a single Member to act as the arbitration panel; or

(b) by naming three Members to act as the arbitration panel.

21.6.10 When three Members are named as an Arbitration Panel, the Dispute Resolution Board shall appoint one of them as chairperson of the Arbitration Panel unless:

(a) one of them is the chairperson of the Dispute Resolution Board, in which case the chairperson of the Dispute Resolution Board shall be the chairperson of the Arbitration Panel; or

(b) none of them is the chairperson of the Dispute Resolution Board and the Disputants have agreed that one of the named Members will be chairperson of the Arbitration Panel.

21.6.11 Where so required by a provision of the Agreement, the Arbitration Panel shall appoint a specialist to assist it in determining the matter.

21.6.12 The Dispute Resolution Board may, at the request of a Disputant, at its own initiative or at the request of an Arbitration Panel, arrange for experts to be present at an arbitration to provide technical advice to the Arbitration Panel.

21.6.13 The Dispute Resolution Board shall give written notice of an arbitration to any Party that is not a Disputant.

21.6.14 A Party has the right to participate in an arbitration, whether or not that Party is a Disputant, in accordance with the rules established under subsection 21.4.1(c), but a Party that is not a Disputant and is exercising its right to participate in an arbitration under this section shall not participate in the selection of the Arbitration Panel.

21.6.15 If an arbitration involves a Disputant other than a Party, all proceedings shall be in private and the Disputants shall ensure that the arbitration and the terms of the award are, subject to registration of the award in the Supreme Court, kept confidential unless the Disputants otherwise agree. The obligation to maintain confidentiality under this section shall not affect judicial review under section 21.7.5 or prevent any Party from complying with the Agreement.

21.6.16 If an arbitration involves only Parties, the Dispute Resolution Board, at the request of all participating Parties, shall:

(a) hold the arbitration in private; and

(b) hold as privileged and confidential any document or record produced in the course of the arbitration.

Part 21.7 Arbitration Decisions

21.7.1 An Arbitration Decision must be in writing and contain a recital of the facts upon which the Arbitration Decision is based and the reasons for the Arbitration Decision.

21.7.2 An Arbitration Decision must be made by either the sole arbitrator or by a majority of the Arbitration Panel, as the case may be.

21.7.3 An Arbitration Decision is binding on the Disputants and on any Party that received notice of the arbitration under section 21.6.13.

21.7.4 Subject to section 21.7.5, an Arbitration Decision is final and there is no right of appeal therefrom whatsoever to any court.

21.7.5 An Arbitration Decision may be reviewed by the Supreme Court on the grounds that the Arbitration Panel:

(a) acted without jurisdiction, acted beyond its jurisdiction or failed to act where it has a duty to act;

(b) failed to act in a manner consistent with the principles of natural justice;

(c) based an Arbitration Decision on an error in Law or on an erroneous finding of fact; or

(d) acted in any other way contrary to Law.

21.7.6 Unless otherwise determined by an Arbitration Panel, the Disputants shall each bear their own costs and pay equally all other costs of the arbitration.

21.7.7 An Arbitration Panel may invite submissions as to costs and may consider, among other things, an offer of settlement made by a Disputant to any other Disputant prior to or during the course of an arbitration.

21.7.8 Upon application to the Supreme Court, an Arbitration Decision may be registered and enforced in the same manner as a judgment or order of the Supreme Court.

Part 21.8 Language

21.8.1 Inuktitut and Canada's official languages may be used in mediation or arbitration proceedings under this chapter.

21.8.2 Interpretation and translation services for Inuktitut and Canada's official languages shall be made available by the Dispute Resolution Board at the request of a Disputant, and any evidence, whether written or oral, must be translated into Inuktitut and Canada's official languages at the request of a Disputant.

21.8.3 Arbitration Decisions and mediation reports must be in Inuktitut unless the Nunatsiavut Government otherwise agrees and in English and, where required by Law, in French.

Part 21.9 Litigation

21.9.1 A Person shall not litigate a Dispute if the Dispute is one that must be referred to dispute resolution under a provision of the Agreement.

21.9.2 No Disputant may apply to a court to enjoin, prohibit, attempt to delay or otherwise interfere with a mediation or arbitration that has been commenced under this chapter but nothing in this section:

(a) affects the ability of a Disputant or Party to prevent or remedy a breach of section 21.2.2;

(b) affects the jurisdiction of an Arbitration Panel under subsection 21.6.7(j); or

(c) prevents judicial review of an interim or interlocutory Arbitration Decision under section 21.7.5.

Part 21.10 Transitional

21.10.1 Until the Dispute Resolution Board is established, the *Arbitration Act* applies to any arbitration conducted under the Agreement.

21.10.2 Until the Dispute Resolution Board has established rules and procedures for arbitration under subsection 21.4.1(c), the *Arbitration Act* shall apply to any arbitration conducted by an Arbitration Panel.

Chapter 22: Ratification of the Agreement

Part 22.1 Definitions

22.1.1 In this chapter:

"Voter" means an individual enumerated on the Official Voters List; and

"Voting Centres" means the Inuit Communities, Mud Lake, Northwest River, Happy Valley-Goose Bay, St. John's, Cartwright, Labrador City-Wabush and other locations that are designated by the Ratification Committee.

Part 22.2 General

22.2.1 Once the Agreement has been initialled by the chief negotiators for the Parties, it must be submitted by them to the Parties for ratification in accordance with this chapter.

22.2.2 The Official Voters List must be prepared in accordance with part 22.4.

Part 22.3 Ratification Committee

22.3.1 The Parties shall establish the ratification committee within 20 clear days from the date of initialling of the Agreement.

22.3.2 The Ratification Committee shall consist of four individuals appointed by Labrador Inuit Association, two individuals appointed by the Minister of Indian Affairs and Northern Development, two individuals appointed by the Minister of Labrador and Aboriginal Affairs and an independent chairperson appointed by consensus of Labrador Inuit Association, the Minister of Indian Affairs and Northern Development and the Minister of Labrador and Aboriginal Affairs.

22.3.3 If the Parties fail to agree on the appointment of the chairperson they shall, within five clear days from the expiration of the period referred to in section 22.3.1, jointly ask the Chief Justice to make the appointment from a list of three nominees submitted jointly by Labrador Inuit Association and the Ministers referred to in section 22.3.2 within ten clear days from the date of the joint request.

22.3.4 The quorum of the Ratification Committee shall be the chairperson, two members appointed by Labrador Inuit Association and one member appointed by each of the Minister of Indian Affairs and Northern Development and the Minister of Labrador and Aboriginal Affairs.

22.3.5 Decisions of the Ratification Committee shall be made by majority vote.

22.3.6 The chairperson shall vote only in order to break a tie.

22.3.7 The Ratification Committee shall perform the functions assigned to it under this chapter, including:

(a) the publication of information regarding the preliminary voters list;

(b) the preparation of the preliminary voters list;

(c) the publication of the qualifications for enrolment on the Official Voters List;

(d) subject to this chapter, the establishment of procedures and rules for the Inuit ratification vote, including rules governing the validity of ballots;

(e) the designation of Voting Centres;

(f) the establishment of the date of the Inuit ratification vote and of any advance polls;

(g) the establishment of the Official Voters List; and

(h) any other functions necessary for the conduct of the Inuit ratification vote, in accordance with this chapter.

22.3.8 The Ratification Committee shall retain a record of all notices given and all decisions made by it under this chapter.

22.3.9 The Ratification Committee may make rules to govern its internal procedures.

Part 22.4 Enumeration

22.4.1 The Ratification Committee shall publish the Official Voters List no later than 120 clear days from the date of initialling of the Agreement, unless the Parties agree to extend the time.

22.4.2 The Ratification Committee shall, no later than 60 clear days from the date of publication of the preliminary voters list, make a recommendation to the Parties on whether to extend the time set out in section 22.4.1, if the Parties have not already extended it. Nothing in this section prevents the Ratification Committee from making such a recommendation at any time.

22.4.3 An individual is eligible for enumeration on the Official Voters List if the individual:

(a) will be at least 16 years old on the date of the Inuit ratification vote; and

(b) is eligible under part 3.3 to be enrolled as a Beneficiary.

22.4.4 The Ratification Committee shall prepare and publish a preliminary voters list.

22.4.5 No later than 60 clear days from the date of publication of the preliminary voters list:

(a) an individual whose name is not on the preliminary voters list may apply to be enumerated on the Official Voters List; and

(b) an individual whose name is on the preliminary voters list may apply to have another individual excluded from the Official Voters List.

22.4.6 An individual whose name is on the preliminary voters list may, by written request, ask to be excluded from the Official Voters List, and the Ratification Committee shall exclude that individual's name from the Official Voters List.

22.4.7 An applicant under subsection 22.4.5(a) shall satisfy the Ratification Committee that the applicant is eligible for enumeration on the Official Voters List.

22.4.8 An applicant under subsection 22.4.5(b) shall satisfy the Ratification Committee that another individual should be excluded from the Official Voters List.

22.4.9 The Ratification Committee shall give an individual whose eligibility is challenged under subsection 22.4.5(b):

(a) written notice of the application;

(b) the reason or reasons for the challenge; and

(c) an opportunity to respond.

22.4.10 Applications under section 22.4.5 and any responses made pursuant to subsection 22.4.9(c) must be in writing and shall be considered by the Ratification Committee.

22.4.11 The decision of the Ratification Committee with respect to an application under section 22.4.5 is final and it shall give written notice of and the reasons for its decision to the applicant and the individual whose eligibility has been challenged.

22.4.12 After the Ratification Committee has decided all applications under section 22.4.5 it shall establish and publish the official voters list.

22.4.13 The Ratification Committee shall deliver the Official Voters List to the Parties.

22.4.14 The Official Voters List is final and binding on the Parties.

Part 22.5 Information

22.5.1 The Ratification Committee shall take all reasonable steps to provide Voters with a reasonable opportunity to:

(a) learn about the ratification process; and

(b) review the Agreement.

22.5.2 The Ratification Committee shall convene at least one meeting in each Voting Centre and may convene additional meetings in the Inuit Communities and elsewhere, as it deems necessary, to provide Voters with an opportunity to discuss and understand the Agreement.

22.5.3 The Ratification Committee shall give notice to Voters of the meetings referred to in section 22.5.2.

22.5.4 A representative of each Party shall attend each meeting convened under section 22.5.2 to provide information on the Agreement.

Part 22.6 Inuit Ratification Vote

22.6.1 The Ratification Committee shall recommend the form and content of the ballot for the Inuit ratification vote to the Parties.

22.6.2 The form and content of the ballot for the Inuit ratification vote must be approved by the Parties.

22.6.3 The Inuit ratification vote shall be held no earlier than 60 clear days and no later than 365 clear days from the publication of the Official Voters List.

22.6.4 The Inuit ratification vote must be held on the same day for all Voters, except for advance polls and ballots submitted by mail, unless the Ratification Committee decides otherwise. Voting at advance polls and by mail shall be governed by rules established by the Ratification Committee.

22.6.5 A polling station shall be located in each Voting Centre.

22.6.6 The Ratification Committee shall give at least 21 days notice of the date of the Inuit ratification vote and the location of polling stations.

22.6.7 A Voter is entitled to participate in the Inuit ratification vote by casting a ballot in accordance with this part.

22.6.8 A Voter who is resident in a Voting Centre but who is not able to vote on the date of advance polls or on the date of the Inuit ratification vote may, on request, receive and submit a ballot by mail.

22.6.9 A Voter who is not resident in a Voting Centre is entitled to receive and submit a ballot by mail.

22.6.10 Ballots submitted under sections 22.6.8 and 22.6.9 must be received no later than the date of the Inuit ratification vote.

22.6.11 The Inuit ratification vote shall be by secret ballot.

22.6.12 The Ratification Committee shall:

(a) receive all documents related to the ballot; and

(b) be responsible for the official count of all ballots.

22.6.13 The Ratification Committee shall immediately communicate the results of the Inuit ratification vote to the Parties and shall, as soon as practicable, publish the results in each Voting Centre. The results must include:

(a) the total number of individuals enumerated on the Official Voters List;

(b) the total number of ballots cast;

(c) the total number of ballots approving the Agreement;

(d) the total number of ballots not approving the Agreement; and

(e) the total number of ballots spoiled or rejected.

22.6.14 The Ratification Committee shall:

(a) retain all documents related to the ballot;

(b) keep a record of all events and decisions related to the Inuit ratification vote;

(c) make the documentation referred to in subsections (a) and (b) available to the Parties upon request; and

(d) within six months after the completion of the Inuit ratification vote, transfer all the documentation, including the documentation referred to in section 22.3.8, to the National Archives of Canada.

22.6.15 The Parties are entitled to have access to, and to make copies of, the documentation referred to in subsection 22.6.14(d).

22.6.16 The National Archives of Canada shall not destroy or dispose of the documentation referred to in subsection 22.6.14(d), in whole or in part, without prior written notice to the Parties.

Part 22.7 Inuit Ratification

22.7.1 Inuit shall have ratified the Agreement when:

(a) 50 percent plus one of the individuals enumerated on the Official Voters List have approved the Agreement by way of the Inuit ratification vote; and

(b) the authorized representatives of the Voters have signed the Agreement.

Part 22.8 Federal and Provincial Ratification

22.8.1 Canada shall have ratified the Agreement when:

(a) a Minister authorized by the Governor in Council has signed the Agreement; and

(b) federal ratification Legislation is in effect.

22.8.2 The Province shall have ratified the Agreement when:

(a) the Lieutenant-Governor in Council has approved the Agreement;

(b) its authorized representatives have signed the Agreement; and

(c) Provincial ratification Legislation is in effect.

22.8.3 Prior to signing the Agreement, the representatives of the Parties authorized to sign the Agreement may agree to minor amendments to the Agreement.

22.8.4 The Legislation referred to in subsections 22.8.1(b) and 22.8.2(c) shall be prepared in Consultation with Labrador Inuit Association.

22.8.5 The Legislation referred to in subsections 22.8.1(b) and 22.8.2(c) shall include:

(a) a statement that the Agreement is ratified;

(b) a statement that the Agreement is given legal effect and made binding on third parties;

(c) a statement that if there is any inconsistency or conflict between federal or Provincial Law and the Agreement, the Agreement prevails to the extent of the inconsistency or conflict;

(d) a statement that if there is any inconsistency or conflict between the Legislation referred to in subsections 22.8.1(b) and 22.8.2(c) and any other Law, the Legislation referred to in subsections 22.8.1(b) and 22.8.2(c) prevails to the extent of the inconsistency or conflict;

(e) as appropriate, authorization of the payments required to be made by the Crown under chapter 19 and parts 23.5 and 23.6 and, subject to appropriations, under the Agreement;

(f) a statement that the Legislation is binding on the Crown; and

(g) the date on which the Legislation comes into effect.

22.8.6 Nothing in subsection 22.8.5(f) has the effect of Canada or the Province being bound by Inuit Laws or Bylaws.

Part 22.9 Implementation

22.9.1 Agreed-upon costs of the Ratification Committee and of the Inuit ratification vote, including costs incurred by the Ratification Committee in preparation of the preliminary voters list, shall be paid by Canada and the Province.

22.9.2 The Legislation referred to in subsections 22.8.1(b) and 22.8.2(c) shall validate this chapter retroactive to the date on which the Agreement is initialled.

Chapter 23: Implementation

Part 23.1 Definitions

23.1.1 In this chapter:

"Implementation Committee" means the committee referred to in section 23.4.1.

Part 23.2 General

23.2.1 The Parties shall establish an implementation plan for implementation of the Agreement.

Part 23.3 Implementation Plan

23.3.1 The Implementation Plan shall be for an initial term of ten years, commencing on the Effective Date.

23.3.2 The Implementation Plan:

(a) shall not form part of the Agreement;

(b) is not intended to be a treaty or land claims agreement and is not intended to recognize or affirm aboriginal or treaty rights within the meaning of sections 25 and 35 of the *Constitution Act, 1982*;

(c) does not create any legal obligations except as set out in the Implementation Plan;

(d) does not alter any rights or obligations set out in the Agreement; and

(e) shall not be used to interpret the Agreement.

23.3.3 To the extent the Implementation Plan creates legal obligations it shall stipulate that the performance of those obligations provides a discharge of the related Agreement obligations to the extent set out in the Implementation Plan.

23.3.4 The Implementation Plan shall identify:

(a) the obligations required to implement the Agreement and describe the activities required to implement those obligations;

(b) how and by whom the activities referred to in subsection (a) will be carried out and any associated time periods;

(c) how the obligations referred to in subsection (a) will be fulfilled;

(d) a process for the periodic review and renewal of the Implementation Plan beyond the initial term of the Implementation Plan;

(e) the level of funding to be provided to implement the Agreement, in addition to the amounts referred to in sections 23.5.1 and 23.6.1;

(f) the cost-sharing arrangements among the Parties for funding referred to in subsection (e);

(g) a communication strategy to inform Inuit and other interested Persons of the implementation and content of the Agreement; and

(h) other matters agreed to by the Parties.

Part 23.4 Implementation Committee

23.4.1 The Parties shall, as soon as practicable, but no later than three months from the Effective Date, establish an implementation committee.

23.4.2 The Implementation Committee shall consist of one member appointed by the Minister of Indian Affairs and Northern Development, one member appointed by the Province and one member appointed by the Nunatsiavut Government.

23.4.3 The chair of the Implementation Committee shall rotate among the members in the order and with the frequency decided by the Implementation Committee.

23.4.4 The Implementation Committee has the following responsibilities:

(a) to oversee and provide direction on implementation of the Agreement;

(b) to monitor implementation of the Agreement and compliance with the Implementation Plan;

(c) consistent with Government budgetary planning processes, to re-allocate funds in accordance with the Implementation Plan;

(d) to facilitate and promote the negotiated resolution of Disputes related to implementation of the Agreement without in any way derogating from or abrogating chapter 21 or postponing recourse to Dispute resolution under chapter 21;

(e) to conduct periodic reviews of implementation of the Agreement and to provide an annual report on implementation of the Agreement to the Parties;

(f) to make recommendations to the Parties on the renewal of the Implementation Plan beyond the initial term; and

(g) to establish rules to govern its internal procedures.

23.4.5 Each Party is responsible for its costs of participation on the Implementation Committee.

23.4.6 All decisions of the Implementation Committee shall be by unanimous agreement.

23.4.7 Canada shall be responsible for the costs of the annual report of the Implementation Committee.

Part 23.5 Nunatsiavut Government Implementation Fund

23.5.1 Canada shall transfer to the Nunatsiavut Government:

(a) the amount in respect of the implementation of the Agreement in accordance with schedule 23-A; and

(b) $1.0 million under the Park Impacts and Benefits Agreement for the Torngat Mountains National Park Reserve of Canada.

23.5.2 Subject to sections 23.5.1 and 23.5.3, and notwithstanding any other provision of the Agreement, Canada has no obligation to provide additional funding in respect of the implementation of the Agreement.

23.5.3 Nothing in section 23.5.2 releases Canada from:

(a) federal obligations:

(i) under section 19.1.1;

(ii) in relation to the establishment and operation of the Torngat Wildlife and Plants Co-Management Board;

(iii) in relation to the establishment and operation of the Torngat Joint Fisheries Board;

(iv) in relation to the establishment and operation of the Dispute Resolution Board;

(v) in relation to the establishment and operation of the Enrolment Committees and the enrolment appeal commission referred to in section 3.5.1;

(vi) in relation to the establishment and operation of the Ratification Committee; and

(vii) in relation to sections 4.13.5, 6.4.10, 23.4.7, 23.6.1 and, with respect to federal Protected Areas, section 9.4.20;

(b) funding obligations that have been negotiated:

  (i) in Fiscal Financing Agreements, Inuit Impacts and Benefits Agreements, Park Impacts and Benefits Agreements, Protected Area Agreements and Marine Protected Area Agreements; or

  (ii) under section 17.27.10; or

(c) any obligations to incur operating expenditures in respect of its internal costs of meeting obligations under the Agreement.

23.5.4 The payment of the amounts set out in schedule 23-A and section 23.6.1 shall be exempt from taxation. Unless otherwise specified in chapter 20, any future income derived from the amounts set out in schedule 23-A and section 23.6.1 shall be subject to the *Income Tax Act*, the *Income Tax Act, 2000* and Laws of General Application.

23.5.5 Nothing in this part affects the obligations of the Province under the Agreement and for greater certainty:

(a) any obligation assigned to Canada by the Agreement is and remains the responsibility of Canada, and the Province shall not be held responsible in the event of any failure or default in whole or in part by Canada; and

(b) any obligation assigned to the Province by the Agreement is and remains the responsibility of the Province, and Canada shall not be held responsible in the event of any failure or default in whole or in part by the Province.

Part 23.6 Early Implementation

23.6.1 Canada shall pay Labrador Inuit Association $5.0 million on the date of the signing of the Agreement.

23.6.2 The amount referred to in section 23.6.1 will be adjusted by multiplying that amount by the value of the Canada Final Domestic Demand Implicit Price Index for the second latest quarter prior to the signature of the Agreement for which the Canada Final Domestic Demand Implicit Price Index has been published by Statistics Canada, and by dividing by the value of the Canada Final Domestic Demand Implicit Price Index for the second quarter of 1997 and will be paid in a lump sum.

Schedule 23-A: Provisional Implementation Payments Schedule

Date	Payments*
On the Effective Date	$34,590,514
On the first anniversary of the Effective Date	$34,590,514
On the second anniversary of the Effective Date	$17,295,257
On the third anniversary of the Effective Date	$17,295,257
On the fourth anniversary of the Effective Date	$17,295,257
On the fifth anniversary of the Effective Date	$17,295,257
On the sixth anniversary of the Effective Date	$17,295,257
On the seventh anniversary of the Effective Date	$17,295,257
On the eighth anniversary of the Effective Date	$8,647,629
On the ninth anniversary of the Effective Date	$8,647,629

*Final payment amounts will be calculated in accordance with the following notes.

Notes for Finalizing Schedule 23-A

1. These notes will not form part of the Agreement. The purpose of these notes is to enable the Parties to calculate the amounts to be shown in the provisional schedule of implementation payments and the amounts for the final schedule of implementation payments.

2. In these notes:

   "FDDIPI" means the Final Domestic Demand Implicit Price Index for Canada published regularly by Statistics Canada; and

   "Transition Date" means the date that is 15 months after the signing of the Agreement.

3. The provisional schedule of implementation payments was calculated such that:

(a) the provisional schedule will provide for a first payment on the Effective Date and subsequent payments on each anniversary date;

(b) the present value of the amounts listed in the provisional schedule will equal $151.0 million multiplied by the FDDIPI for the first quarter of 2003 and by dividing the resulting product by the value of the FDDIPI for the second quarter of 1997; and

(c) the present value referred to in note 3(b) is calculated using as a discount rate 4.205 percent, which is the nine year amortized Consolidated Revenue Fund Lending Rate that the Minister of Finance for Canada has approved for August 2003, less 0.125 percent.

4. The final schedule of payments will be calculated prior to the Effective Date by multiplying each amount in the provisional schedule of payments by the value of the FDDIPI for the latest quarter available at that date or the value of FDDIPI for the quarter that includes the Transition Date, whichever is less, and by dividing the resulting product by the value of the latest available FDDIPI for the same quarter used to calculate the provisional schedule of payments described in note 3.

5. If the period between the signature of the Agreement and the Effective Date exceeds 15 months, each amount in the provisional schedule will be adjusted by multiplying the resulting amount in note 4 by

$$(1 + DR)^{Y} \times (1+[DR \times d/365])$$

where "DR" is the same discount rated described in note 3(c).
where "Y" is the number of complete years between the Transition Date and the Effective Date, and
where "d" is the number of days in any partial year between the Transition Date and the Effective Date.

6. Payments will be made to the Nunatsiavut Government in accordance with the final schedule of payments that will be incorporated into the Agreement immediately prior to the Effective Date.

Signed at Nain, Newfoundland and Labrador on the 22 day of January, 2005

For the Inuit of Labrador, on behalf of the Labrador Inuit Association:

Barbara Andersen
Witness

William Andersen III, President

Witness

Anthony Andersen
Anthony Andersen, First Vice-President

Witness

Zipporia Nochasak
Zippora Nochasak, Second Vice-President

Benjamin Ponniuk, Third Vice-President

Gus Dicker, Secretary-Treasurer

Toby
Toby Andersen, Director of Land Claims

For Her Majesty the Queen in right of Newfoundland and Labrador:

Sean Sutton
Witness

Danny Williams
The Honourable Danny Williams, Q.C.
Premier and Minister for Intergovernmental Affairs

Witness

Thomas G. Rideout
The Honourable Thomas G. Rideout
Minister Responsible for Aboriginal Affairs

For Her Majesty the Queen in right of Canada:

Witness

Andy Scott.
The Honourable Andy Scott
Minister of Indian Affairs and Northern Development

Labrador Inuit
LAND CLAIMS AGREEMENT

GOVERNMENT OF
NEWFOUNDLAND AND LABRADOR

Labrador Inuit Association

Canada

Labrador Inuit
LAND CLAIMS AGREEMENT
APPENDICES

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Appendices accord sur les revendications territoriales des Inuit du Labrador

LABRADOR INUIT LAND CLAIMS AGREEMENT

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Introduction

These appendices form part of the land claims agreement entered into between:

The Inuit of Labrador as represented by Labrador Inuit Association

and:

Her Majesty the Queen in right of Newfoundland and Labrador

and:

Her Majesty the Queen in right of Canada.

Authoritative Maps

The authoritative version of the maps in these appendices are contained in the Map Atlas held on deposit with the Nunatsiavut Government, the Province and Canada.

The authoritative version of the boundaries identified in these appendices shall be the combination of the descriptions contained in these appendices and the maps contained in the Map Atlas.

The maps in appendix A-2 are reductions of map sheets contained in the Map Atlas and are not authoritative.

Boundaries

Digital base mapping at a scale of 1:50,000 has been used to demarcate boundary locations. Where available, digital base mapping at a scale of 1:2,500 has been used within the Inuit Communities.

Natural topographic features have been used to demarcate and describe the boundaries to the greatest extent possible. Grid Coordinates are used to identify a natural topographic feature closest to the coordinate value or as the exact value where no natural topographic feature is identifiable from the digital base mapping. Existing surveys and monumentation are referred to where available and appropriate.

Unless otherwise specifically stated, the boundaries identified in these appendices have not been surveyed.

Definitions

"Bank" means the Water's edge of a river, stream or body of Water;

"Grid Coordinate" means the explicit northing and easting value used in a description:

(a) to identify a natural topographic feature closest to the coordinate value; or

(b) to be the exact value where no natural topographic feature is identifiable from the digital base mapping;

"Hill" means a knoll, hill, mountain, peak, or any rise in the land as indicated by the elevation contours on the 1:50,000 and 1:2,500 scale topographic maps;

"Map Scale Coordinate" means the approximate northing and easting value extracted from the digital topographic base maps and used in the description to indicate the location of a natural feature for the demarcation of a boundary;

"Shoreline" means the ordinary high water mark of the sea;

"Summit" means the highest natural point on a Hill.

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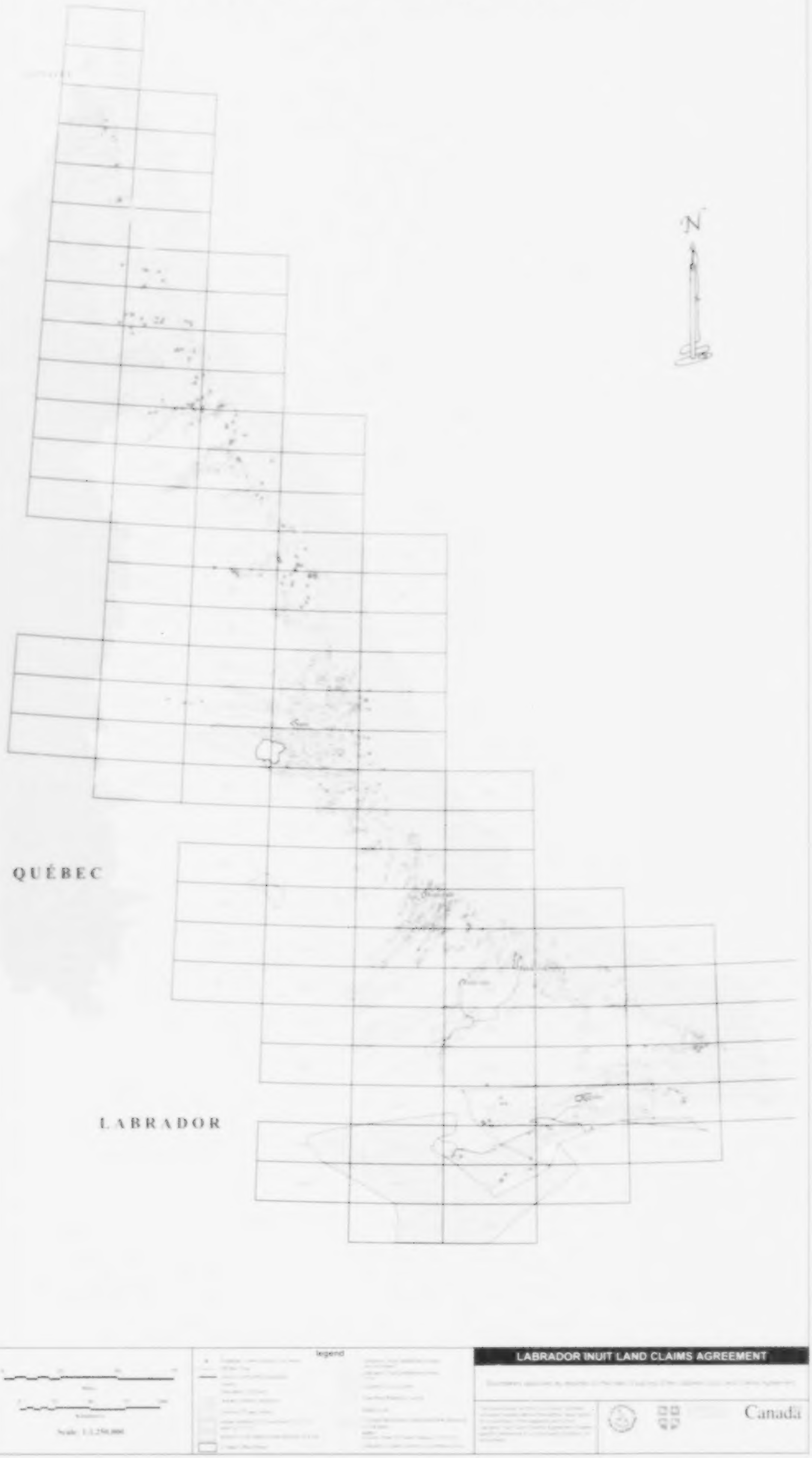
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Map Sheet 3	Killiniq Island – Cape Chidley
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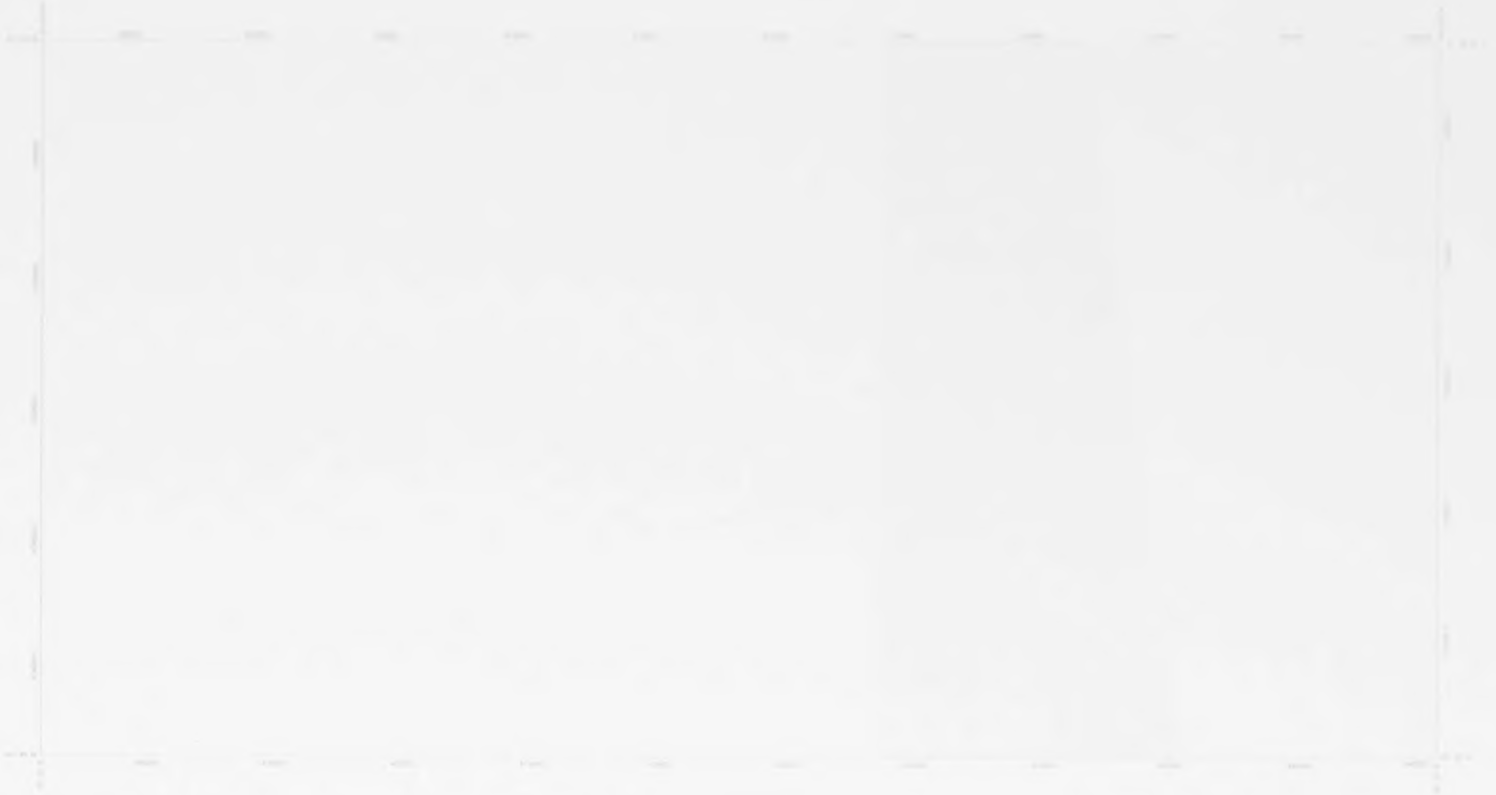

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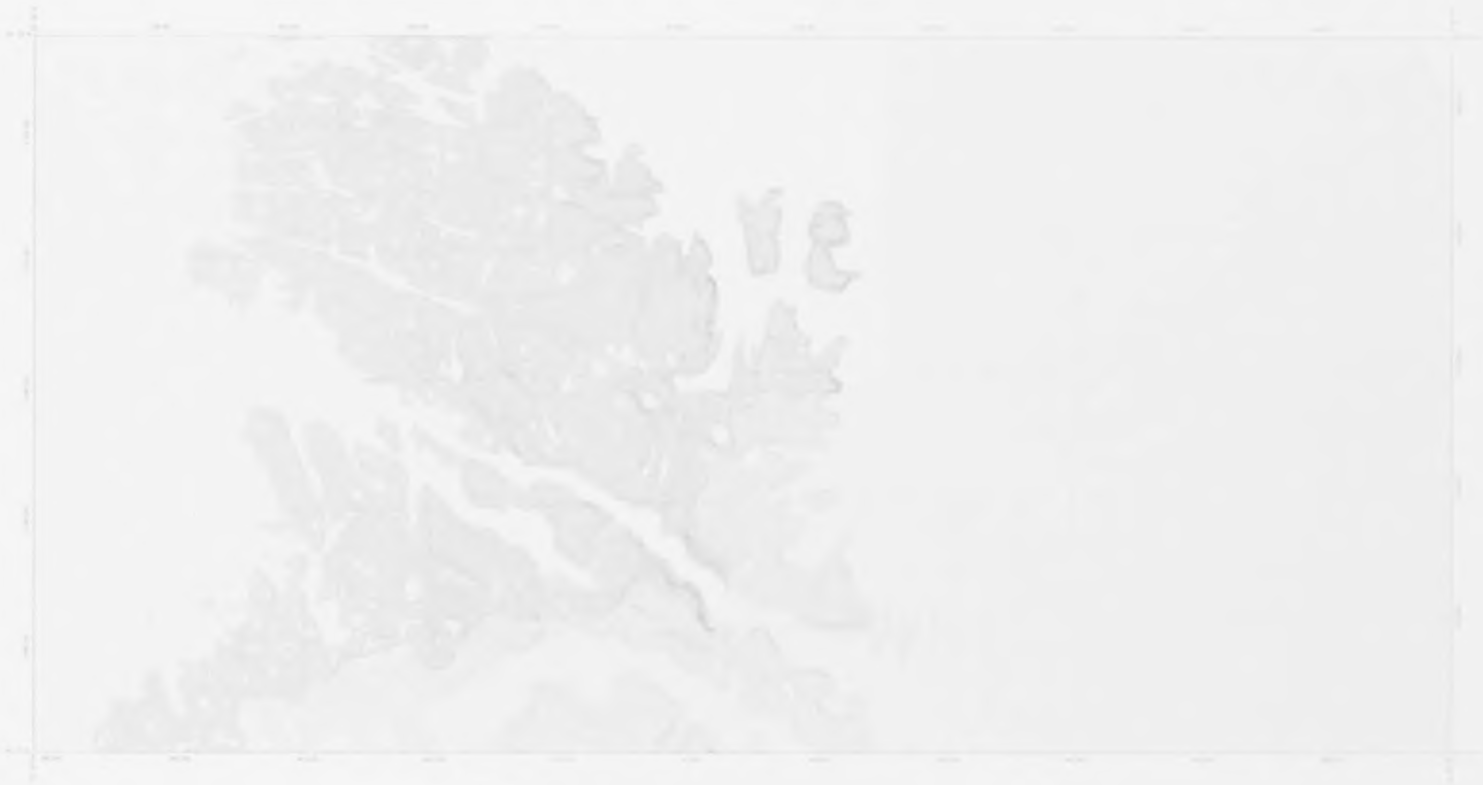

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Map Sheet 3

Killiniq Island - Cape Chidley

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Ikkudliayuk Fiord - Home Island

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Lac Baret - Eclipse Harbour

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Lac De Lorière - Ryans Bay

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Map Sheet 11

Mont Jacques-Rousseau - Tower Mountain

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Seven Islands Bay - Cape White Handkerchief

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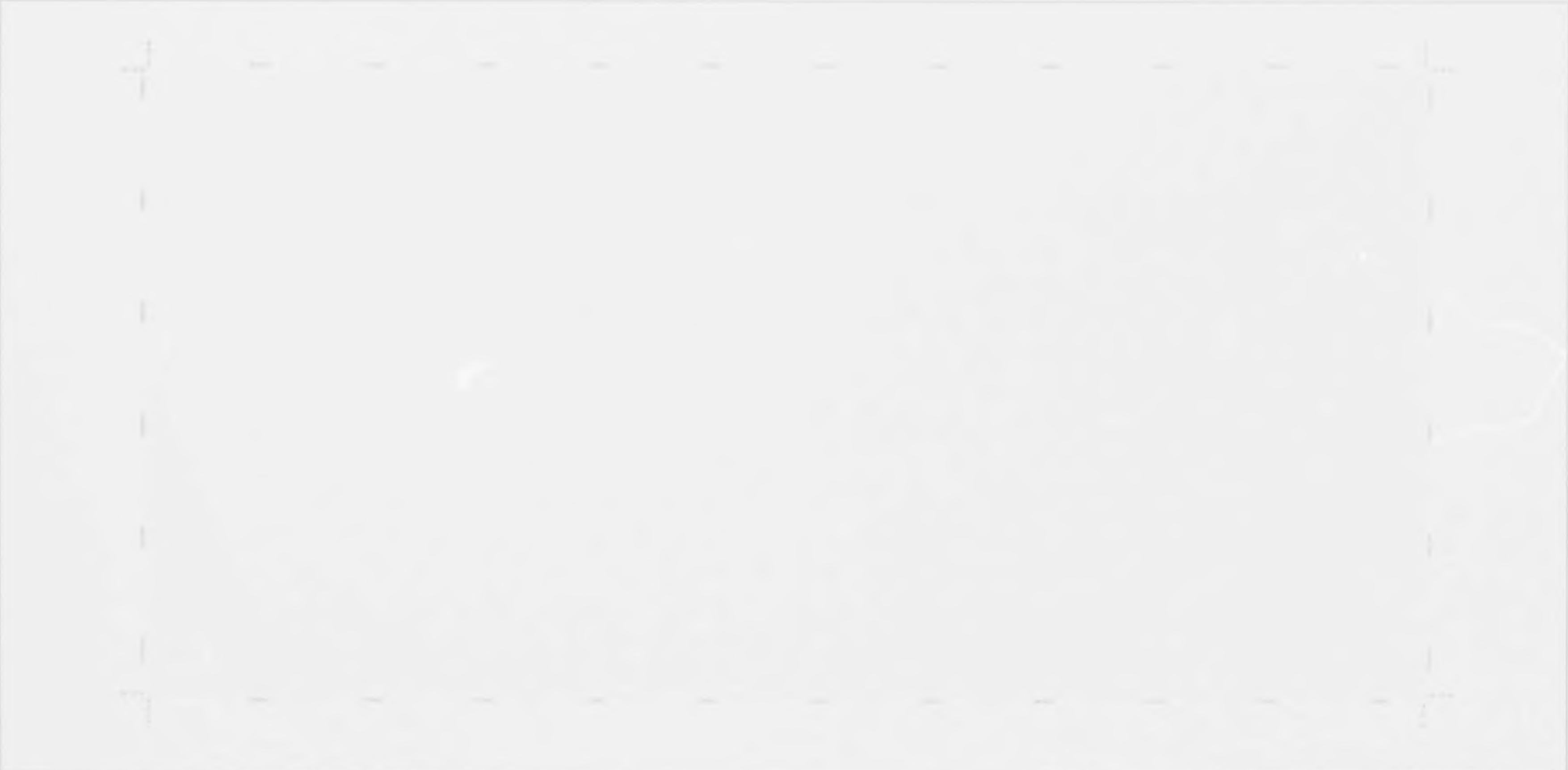

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Lac Malchelosse - Komaktorvik Lakes

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Nachvak Fiord - Gulch Cape

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Map Sheet 16

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Map Sheet 17

Lac Thoynard - Mount Silene

This Map Encompasses NTS Map Sheets

024 I/15 and 024 I/16

Legend

LABRADOR INUIT LAND CLAIMS AGREEMENT

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Map Sheet 18

Cirque Mountain - Ramah Bay-Reichel Head

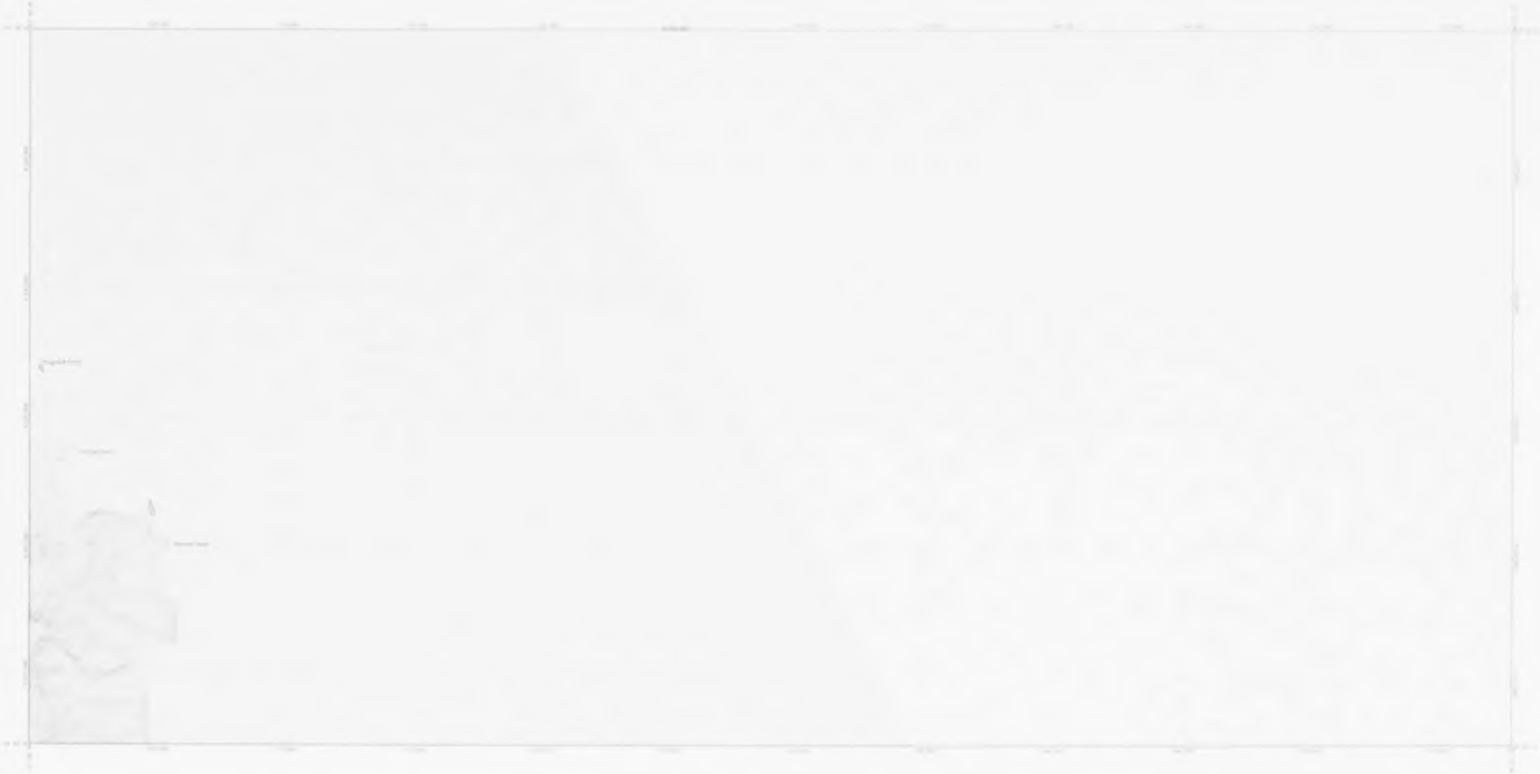
This Map Encompasses NTS Map Sheets

014 L/13 and 014 L/14

legend

LABRADOR INUIT LAND CLAIMS AGREEMENT

Canada



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Map Sheet 19

No Title - No Title

This Map Encompasses NTS Map Sheets

014 L/15 and 014 L/16

Legend

LABRADOR INUIT LAND CLAIMS AGREEMENT

Canada

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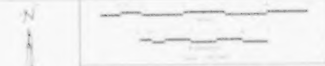

Map Sheet 20

Chute Korluktok - Mont Haywood

This Map Encompasses NTS Map Sheets

024 I/10 and 024 I/9

legend

LABRADOR INUIT LAND CLAIMS AGREEMENT

Canadä

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Map Sheet 21

No Title - Jens Haven Island

This Map Encompasses NTS Map Sheets

014 L/12 and 014 L/11

Legend

LABRADOR INUIT LAND CLAIMS AGREEMENT

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Map Sheet 22

Saglek Bight - No Title

This Map Encompasses NTS Map Sheets

014 L/10 and 014 L/9

LABRADOR INUIT LAND CLAIMS AGREEMENT

Canada

Map Sheet 23

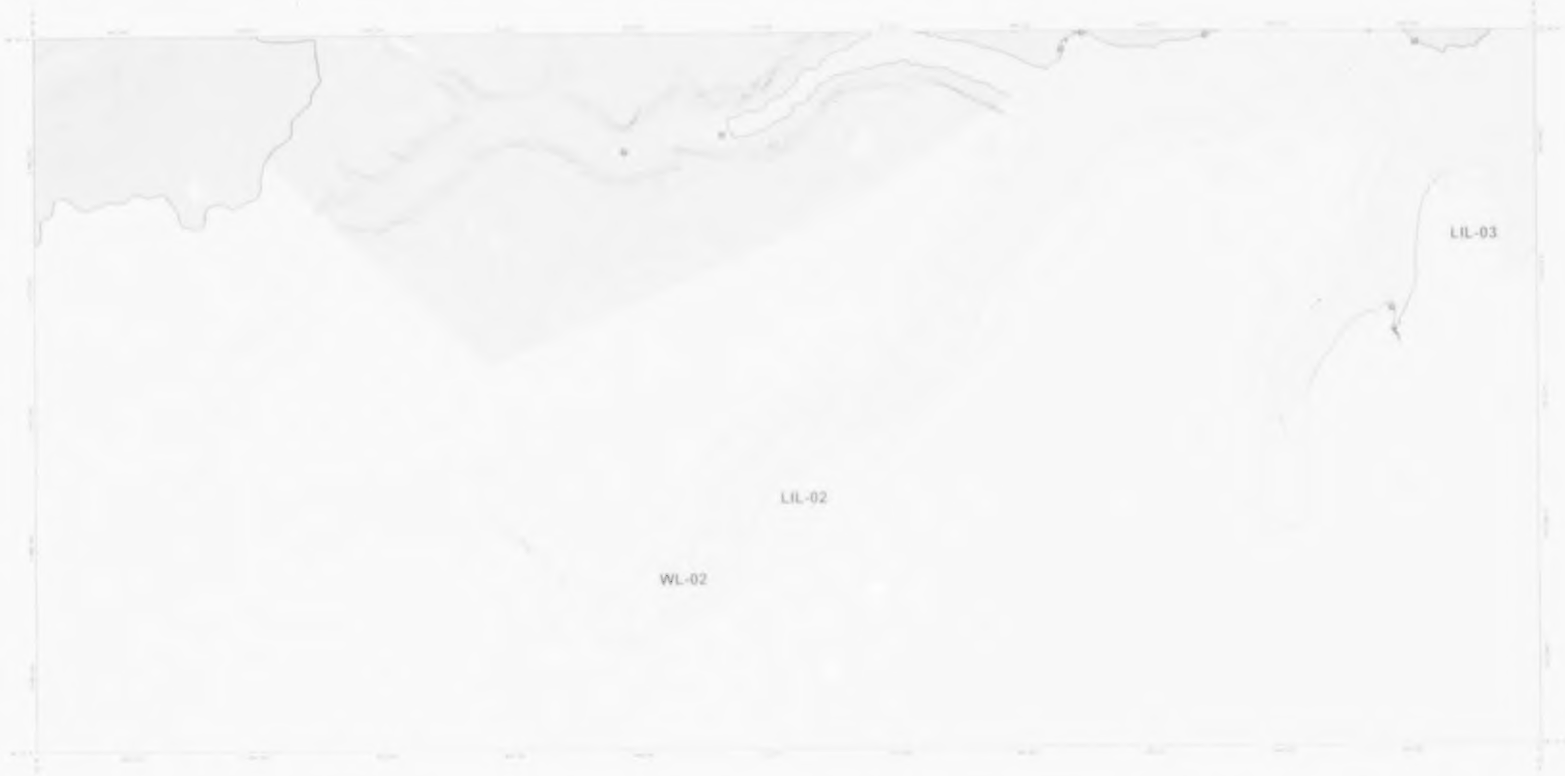
Lac Brumath - Lac Tasiguluk

This Map Encompasses NTS Map Sheets

024 I/7 and 024 I/8

LABRADOR INUIT LAND CLAIMS AGREEMENT

Canada


LIL-03
LIL-02
WL-02

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Map Sheet 24

No Title - Saglek Fiord

This Map Encompasses NTS Map Sheets

014 L/5 and 014 L/6

Legend

LABRADOR INUIT LAND CLAIMS AGREEMENT

Canada

LIL-03
LIL-04

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Map Sheet 25

Cape Uivak-fish Island - No Title

This Map Encompasses NTS Map Sheets

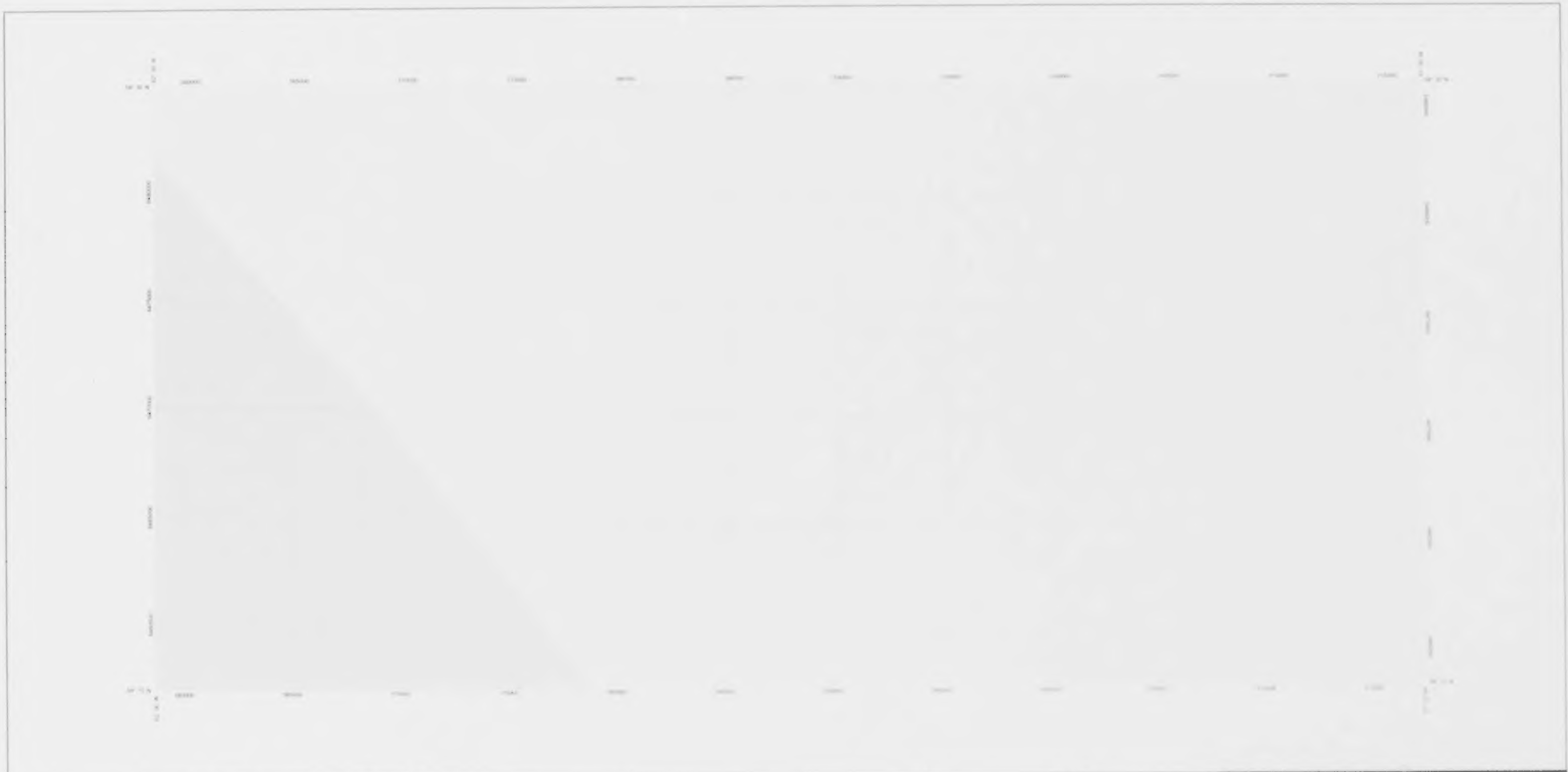
014 L/7 and 014 L/8

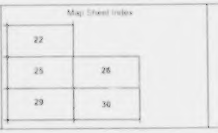
legend

LABRADOR INUIT LAND CLAIMS AGREEMENT

Boundaries approved as depicted on the date of signing of the Labrador Inuit Land Claims Agreement

Canada




Map Sheet Index
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Map Sheet 26

No Title - No Title

This Map Encompasses NTS Map Sheets

014 K/5 and 014 k/6

legend

LABRADOR INUIT LAND CLAIMS AGREEMENT

Canadä

Map Sheet 27

Lac Tasirlaq - Lac Biraben

This Map Encompasses NTS Map Sheets

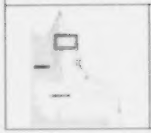
024 I/2 and 024 I/1

legend

LABRADOR INUIT LAND CLAIMS AGREEMENT

Canada

SML-03
LIL-04
LIL-04



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23	24	25
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Map Sheet 28

No Title - No Title

This Map Encompasses NTS Map Sheets

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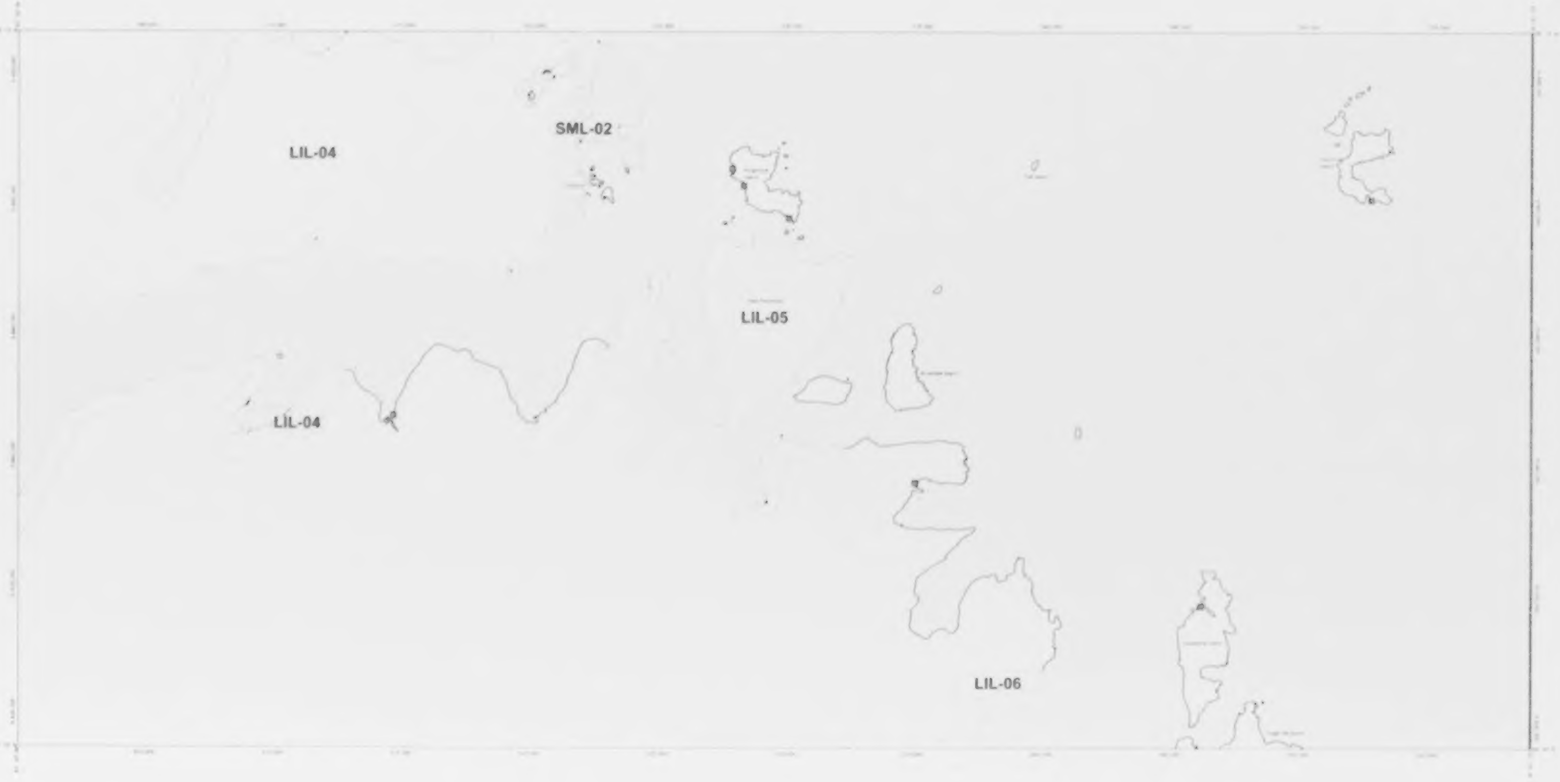
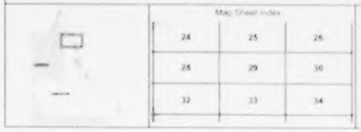
legend

LABRADOR INUIT LAND CLAIMS AGREEMENT

Boundaries approved as depicted on the date of signing of the Labrador Inuit Land Claims Agreement

Canadä


LIL-04
SML-02
LIL-05
LIL-04
LIL-06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Map Sheet 29

Hebron - Jensen Inlet

This Map Encompasses NTS Map Sheets

014 L/2 and 014 L/1

legend

LABRADOR INUIT LAND CLAIMS AGREEMENT

Boundaries approved as depicted on the date of signing of the Labrador Inuit Land Claims Agreement

Canada

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N

Map Sheet 30

No Title - No Title

This Map Encompasses NTS Map Sheets

014 K/4 and 014 k/3

legend

LABRADOR INUIT LAND CLAIMS AGREEMENT

Boundaries approved as depicted on the date of signing of the Labrador Inuit Land Claims Agreement

Canada

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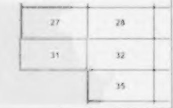


Map Sheet 31

Lac Laforme - Rivière Qurlutuapik

This Map Encompasses NTS Map Sheets

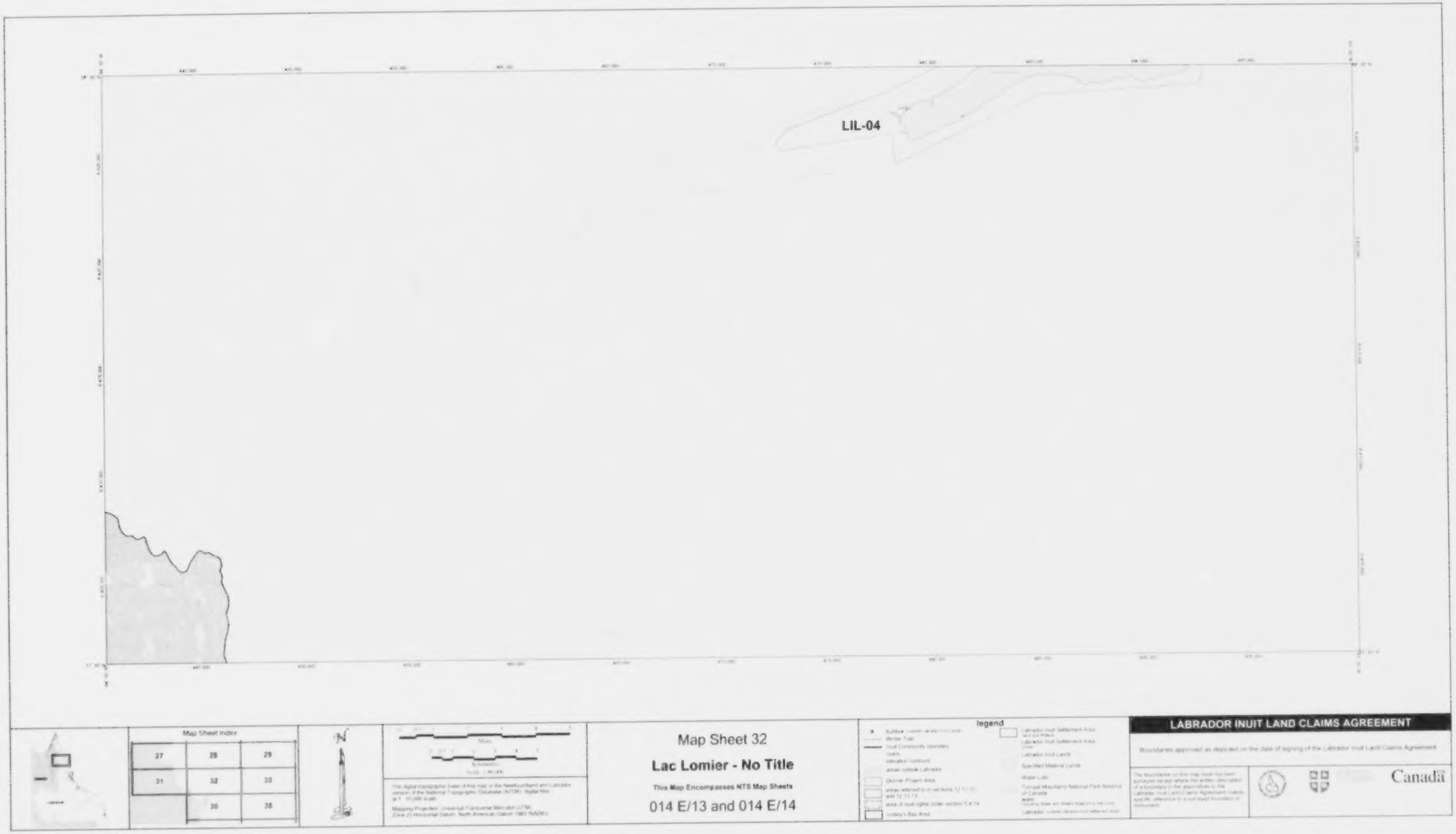
024 H/15 and 024 H/16

legend

LABRADOR INUIT LAND CLAIMS AGREEMENT

Boundaries approximate as depicted on the date of signing of the Labrador Inuit Land Claims Agreement

Canada



The digital topographic base of this map is the Newfoundland and Labrador version of the National Topographic Database (NTDB) digital files at 1:50,000 scale.

Mapping Projection: Universal Transverse Mercator (UTM) Zone 21 Horizontal Datum: North American Datum 1983 (NAD83)

Map Sheet 32

Lac Lomier - No Title

This Map Encompasses NTS Map Sheets

014 E/13 and 014 E/14

legend

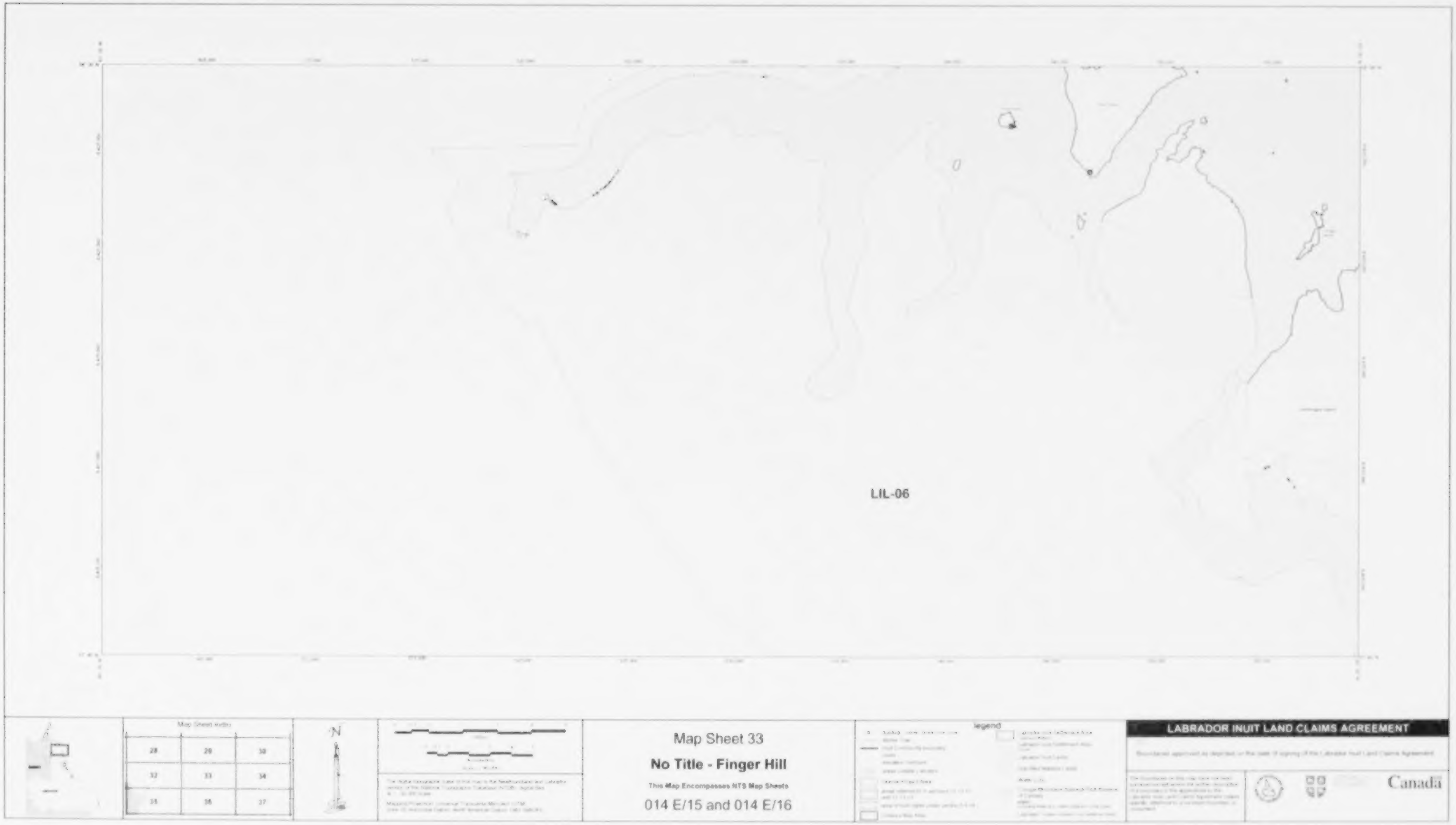
- [illegible]
- Winter Trail
- Inuit Community Boundary
- rivers
- elevation contours
- areas outside Labrador
- Ocean Project Area
- areas referred to in sections 12.[illegible] and 12.[illegible]
- area of Inuit rights under section [illegible]
- Voisey's Bay Area
- Labrador Inuit Settlement Area [illegible]
- Labrador Inuit Settlement Area [illegible]
- Labrador Inuit Lands
- Specified Material Lands
- Water Lots
- Torngat Mountains National Park Reserve of Canada
- [illegible]
- Labrador [illegible]

LABRADOR INUIT LAND CLAIMS AGREEMENT

Boundaries approved as depicted on the date of signing of the Labrador Inuit Land Claims Agreement

The boundaries on this map have not been surveyed except where the written description of a boundary in the appendices to the Labrador Inuit Land Claims Agreement makes specific reference to a surveyed boundary or monument.

Canada


LIL-06
Map Sheet Index
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Legend
Canada

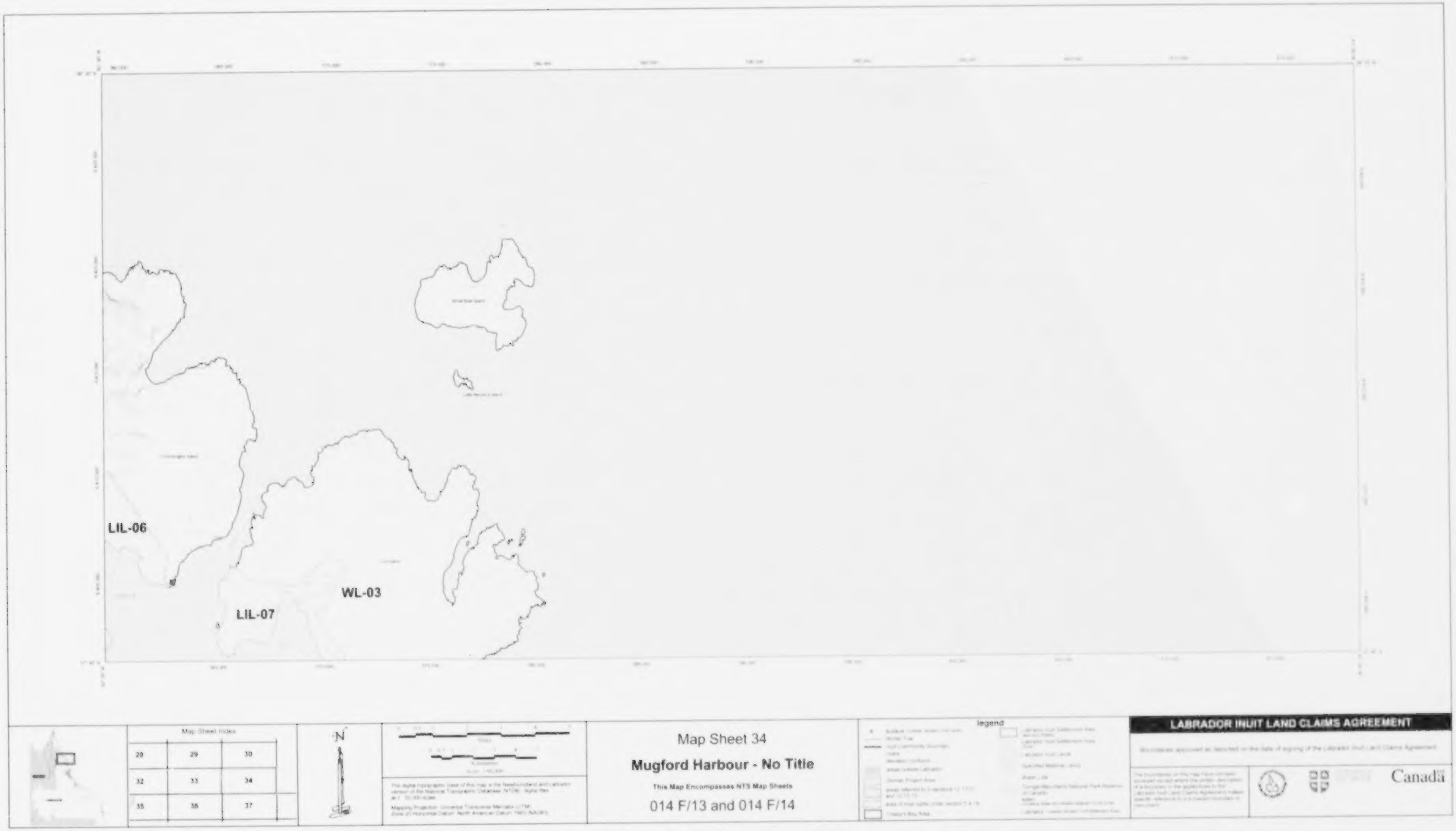
Map Sheet 33

No Title - Finger Hill

This Map Encompasses NTS Map Sheets

014 E/15 and 014 E/16

LABRADOR INUIT LAND CLAIMS AGREEMENT


LIL-06
LIL-07
WL-03
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legend

Map Sheet 34

Mugford Harbour - No Title

This Map Encompasses NTS Map Sheets

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LABRADOR INUIT LAND CLAIMS AGREEMENT

Boundaries approved as described on the date of signing of the Labrador Inuit Land Claims Agreement

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Map Sheet 35

Lac Courdon - No Title

This Map Encompasses NTS Map Sheets

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legend

LABRADOR INUIT LAND CLAIMS AGREEMENT

Boundaries approved as depicted on the date of signing of the Labrador Inuit Land Claims Agreement

Canada

LIL-06
WL-04
SML-04
LIL-06
SML-04

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N

Map Sheet 36

No Title - Wheeler Mountain

This Map Encompasses NTS Map Sheets

014 E/10 and 014 E/9

legend

LABRADOR INUIT LAND CLAIMS AGREEMENT

Canada

LIL-07
LIL-06
SML-04

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Map Sheet 37

Okak Harbour - Saddle Island

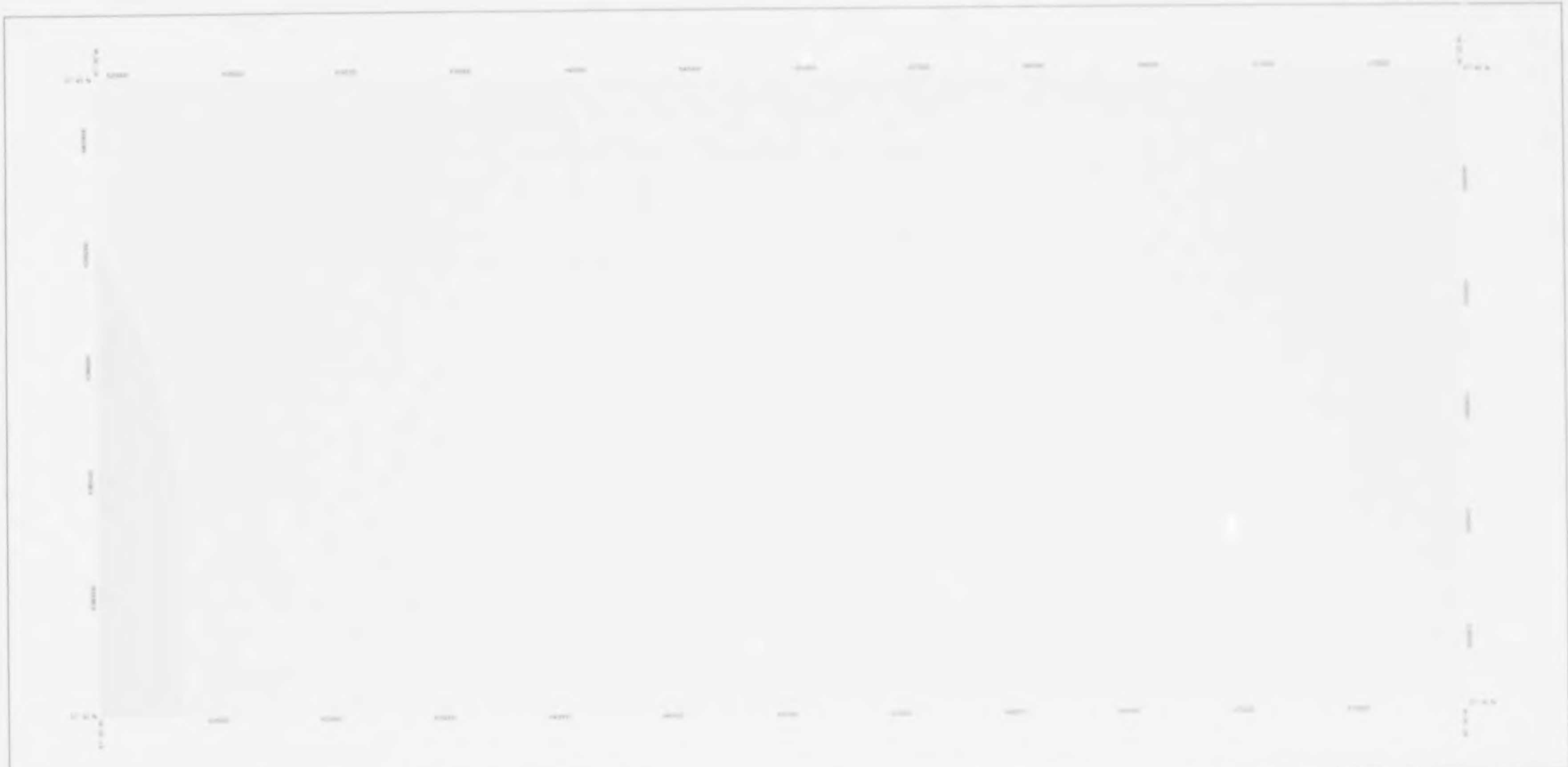
This Map Encompasses NTS Map Sheets

014 F/12 and 014 F/11

Legend

LABRADOR INUIT LAND CLAIMS AGREEMENT

Canada



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N

legend

LABRADOR INUIT LAND CLAIMS AGREEMENT

Map Sheet 38

No Title - No Title

This Map Encompasses NTS Map Sheets

014 F/10 and 014 f/9

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Map Sheet 39

Lac Pilliamet - No Title

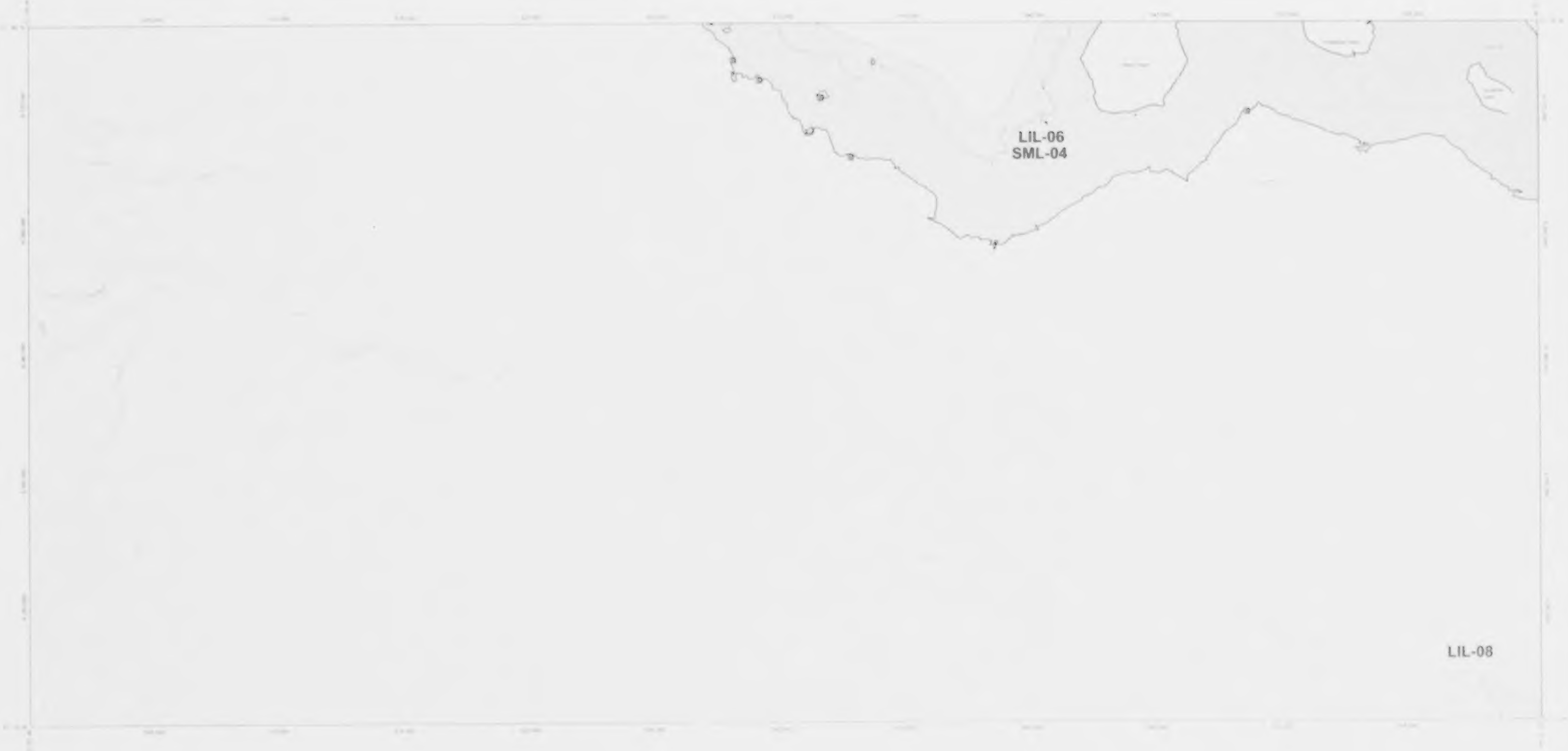
This Map Encompasses NTS Map Sheets

014 E/5 and 014 E/6

legend

LABRADOR INUIT LAND CLAIMS AGREEMENT

Canada



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Map Sheet 40

Umiakovik Lake - Okak Bay

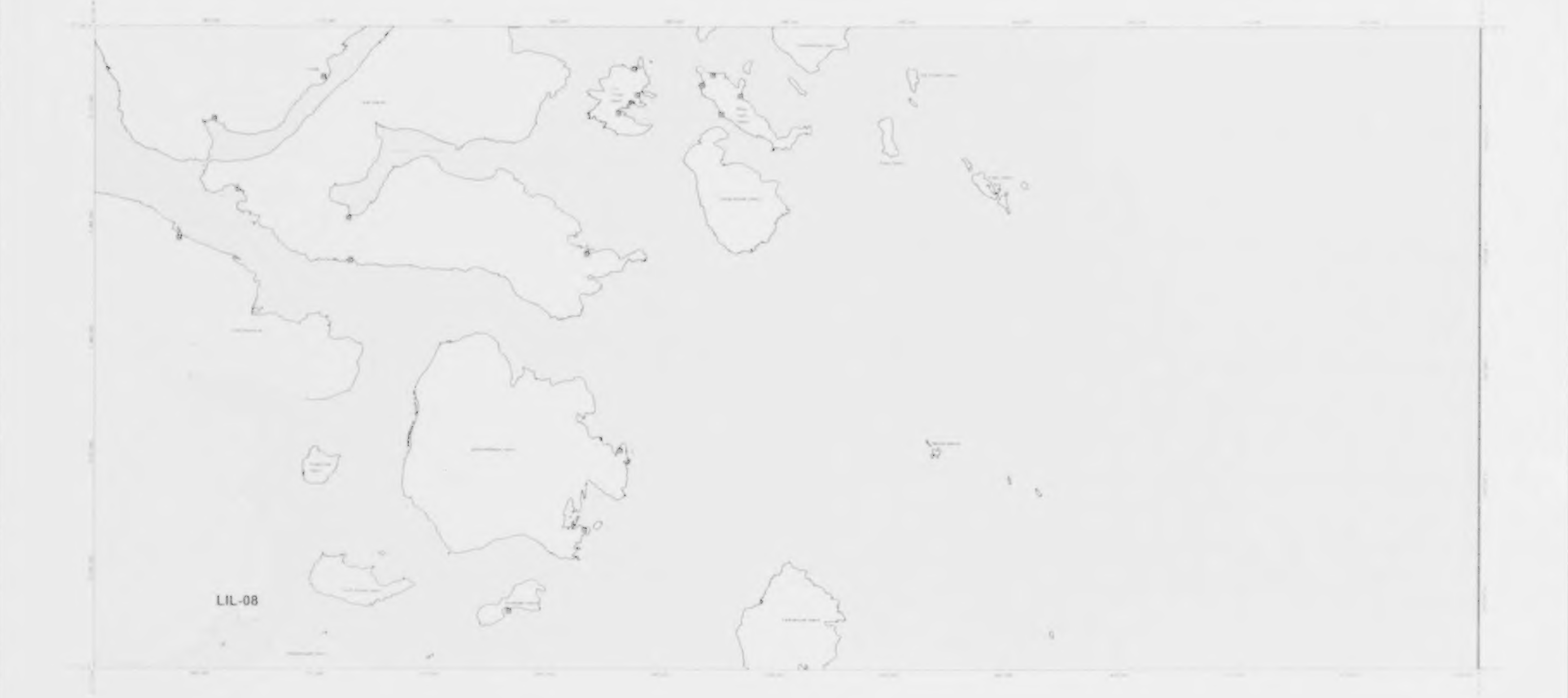
This Map Encompasses NTS Map Sheets

014 E/7 and 014 E/8

legend

LABRADOR INUIT LAND CLAIMS AGREEMENT

Canada



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Map Sheet 41

Nutak - Kelpy Island

This Map Encompasses NTS Map Sheets

014 F/5 and 014 F/6

legend

LABRADOR INUIT LAND CLAIMS AGREEMENT

Canada

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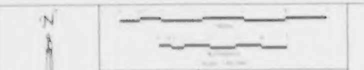


Map Sheet 42

No Title - No Title

This Map Encompasses NTS Map Sheets

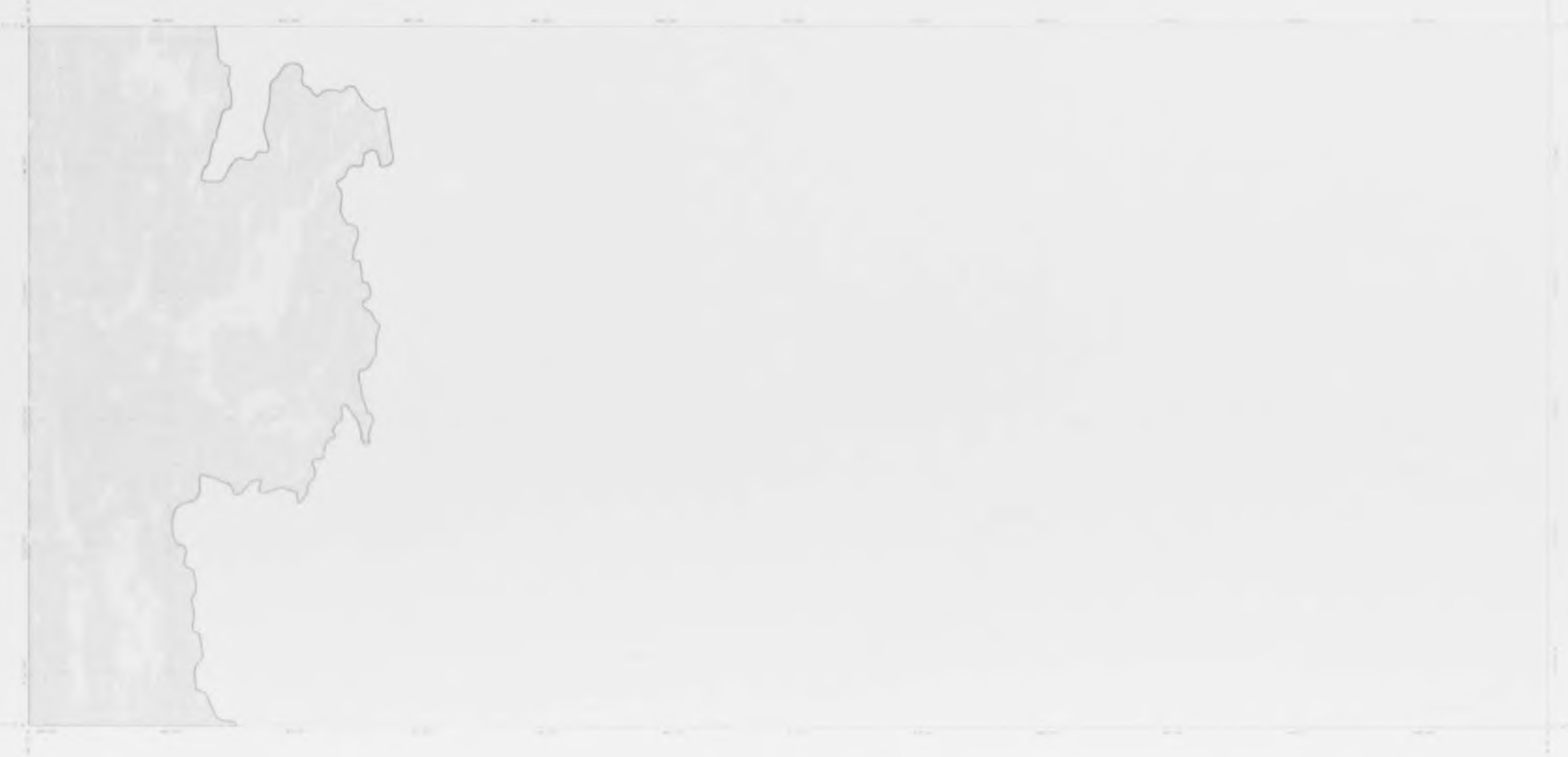
014 F/7 and 014 f/8

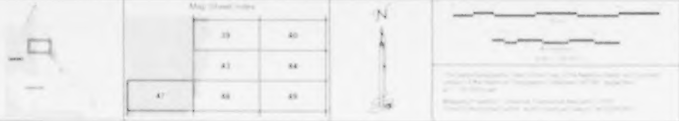
legend

LABRADOR INUIT LAND CLAIMS AGREEMENT

Boundaries approximate as depicted on the date of signing of the Labrador Inuit Land Claims Agreement

Canada

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Map Sheet 43

Lac Navières - Siamarni Forks

This Map Encompasses NTS Map Sheets

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legend

LABRADOR INUIT LAND CLAIMS AGREEMENT

Boundaries approved as depicted on the date of signing of the Labrador Inuit Land Claims Agreement

Canadä

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N

Miles
Kilometres

The digital topographic base of this map is the Newfoundland and Labrador version of the National Topographic Database (NTDB), digital files at 1:50,000 scale.

Mapping Projection: Universal Transverse Mercator (UTM) Zone 21 Horizontal Datum: North American Datum 1983 (NAD83)

Map Sheet 44

Staghorn Lake - Alliger Lake

This Map Encompasses NTS Map Sheets

014 E/2 and 014 E/1

legend

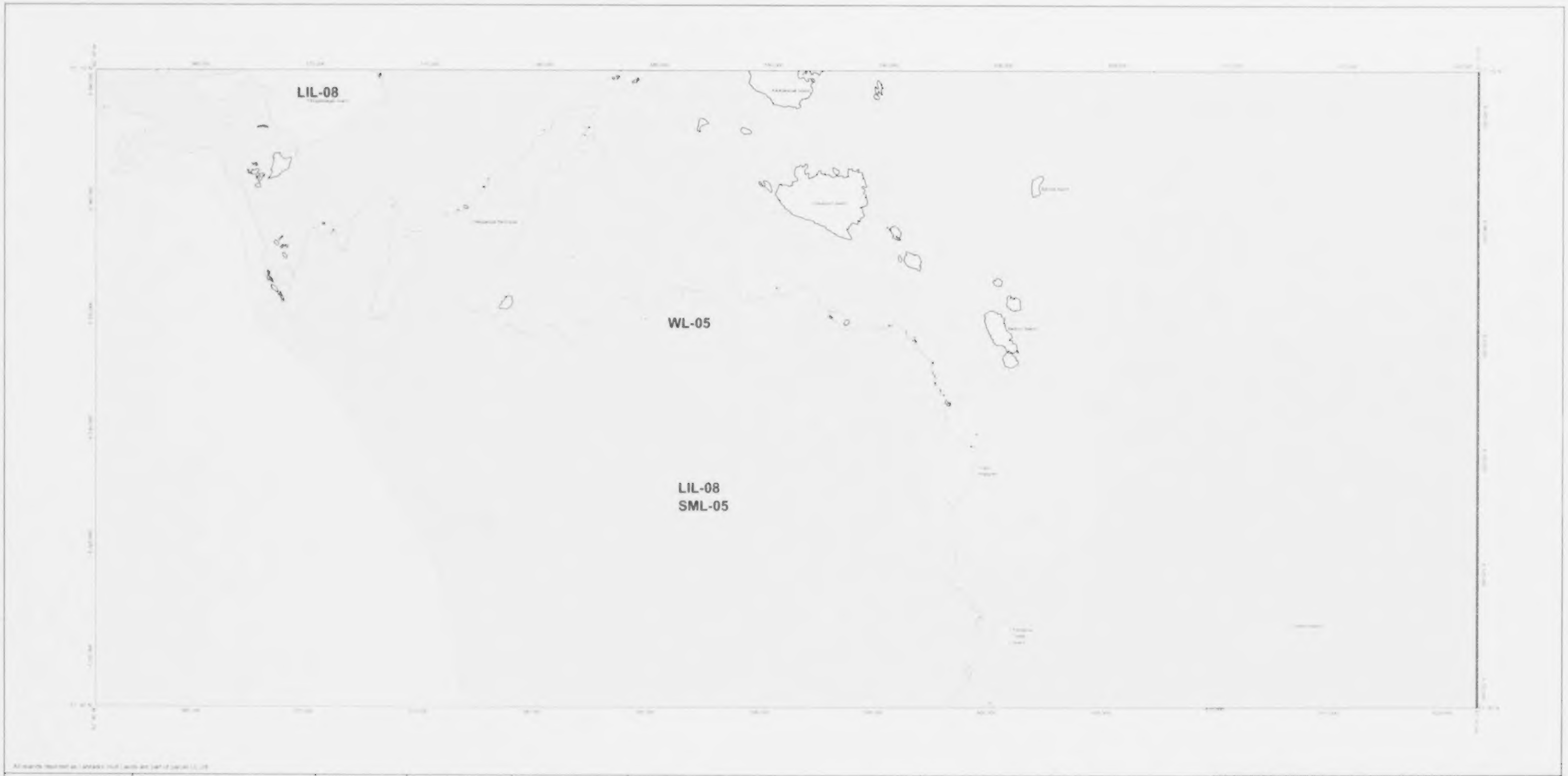
- [illegible]
- Winter Trail
- Inuit Community Boundary
- rivers
- elevation contour
- areas outside Labrador
- [illegible]
- areas referred to in sections 12.13.1 and 12.13.11
- area of Inuit rights under section 3.4.14
- Voisey's Bay Area
- Labrador Inuit Settlement Area (land and waters)
- Labrador Inuit Settlement Area (Zone)
- Labrador Inuit Lands
- Specified Material Lands
- Water Lots
- Torngat Mountains National Park Reserve of Canada
- water
- [illegible]

LABRADOR INUIT LAND CLAIMS AGREEMENT

Boundaries approved as depicted on the date of signing of the Labrador Inuit Land Claims Agreement

The boundaries on this map have not been surveyed except where the written description of a boundary in the appendices to the Labrador Inuit Land Claims Agreement makes specific reference to a surveyed boundary or monument.

Canada



All islands depicted as Labrador Inuit Lands are part of parcel LIL-08

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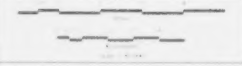

Map Sheet 45

Avakutak Bay - Cape Kiglapait

This Map Encompasses NTS Map Sheets

014 F/4 and 014 F/3

legend

LABRADOR INUIT LAND CLAIMS AGREEMENT

Boundaries approved as depicted on the date of signing of the Labrador Inuit Land Claims Agreement

Canada

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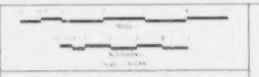


The digital topographic base of this map is the Newfoundland and Labrador version of the National Topographic Database (NTDB) at 1:50,000 scale.

Mapping Projection: Universal Transverse Mercator (UTM)
Zone 21 Horizontal Datum: North American Datum 1983 (NAD83)

Map Sheet 46

No Title - No Title

This Map Encompasses NTS Map Sheets

014 F/2 and 014 f/1

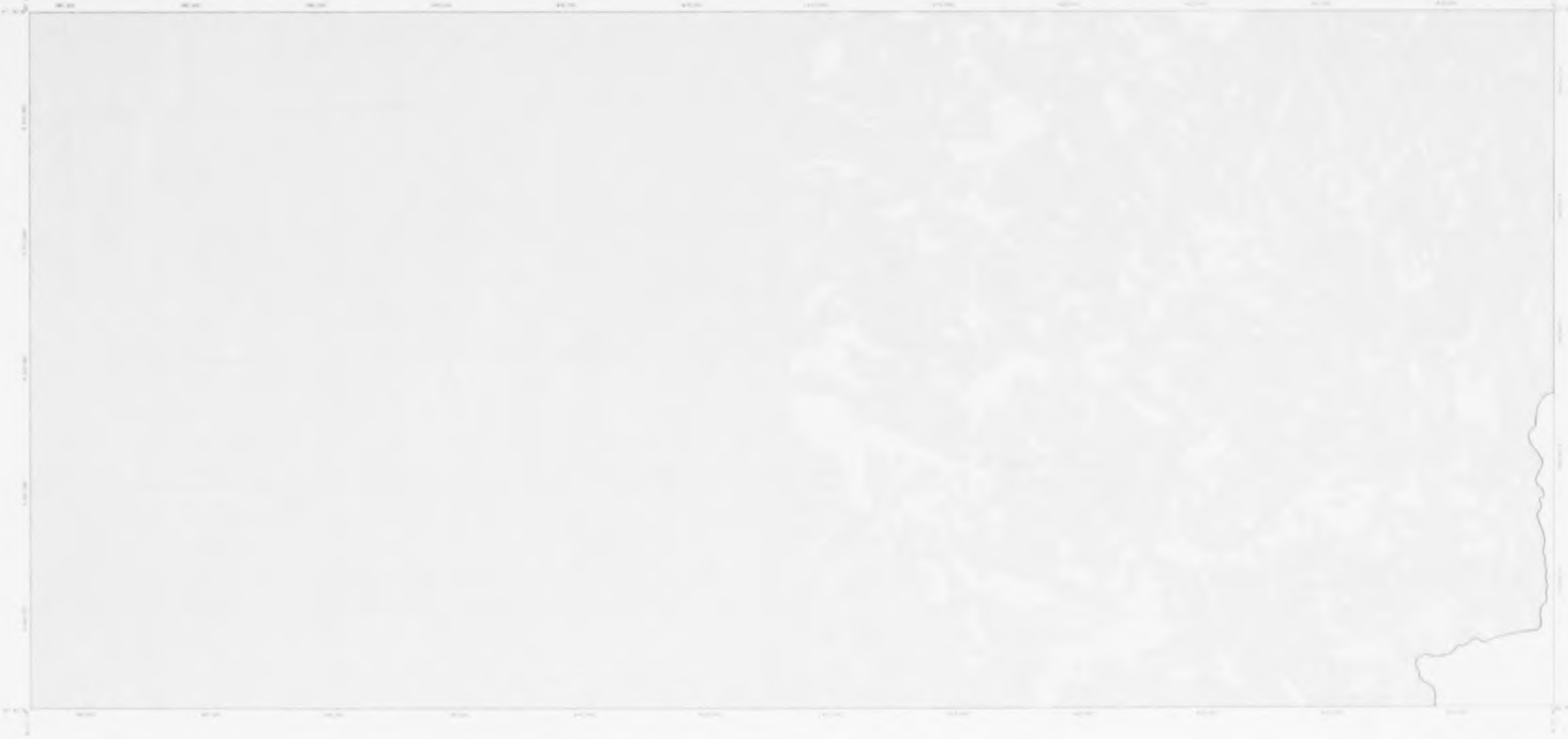
legend

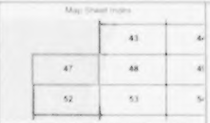
- Labrador Inuit Lands
- Specified Material Lands
- Torngat Mountains National Park Reserve of Canada
- Voisey's Bay Area

LABRADOR INUIT LAND CLAIMS AGREEMENT

Boundaries approved as depicted on the date of signing of the Labrador Inuit Land Claims Agreement

Canada

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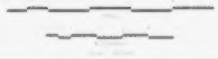


Map Sheet 47

Lac Terriault - Lac Pennoyer

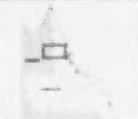
This Map Encompasses NTS Map Sheets

024 A/15 and 024 A/16

legend

LABRADOR INUIT LAND CLAIMS AGREEMENT

Canada



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Map Sheet 48

No Title - No Title

This Map Encompasses NTS Map Sheets

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legend

LABRADOR INUIT LAND CLAIMS AGREEMENT

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Map Sheet 49

No Title - Kingurutik Lake

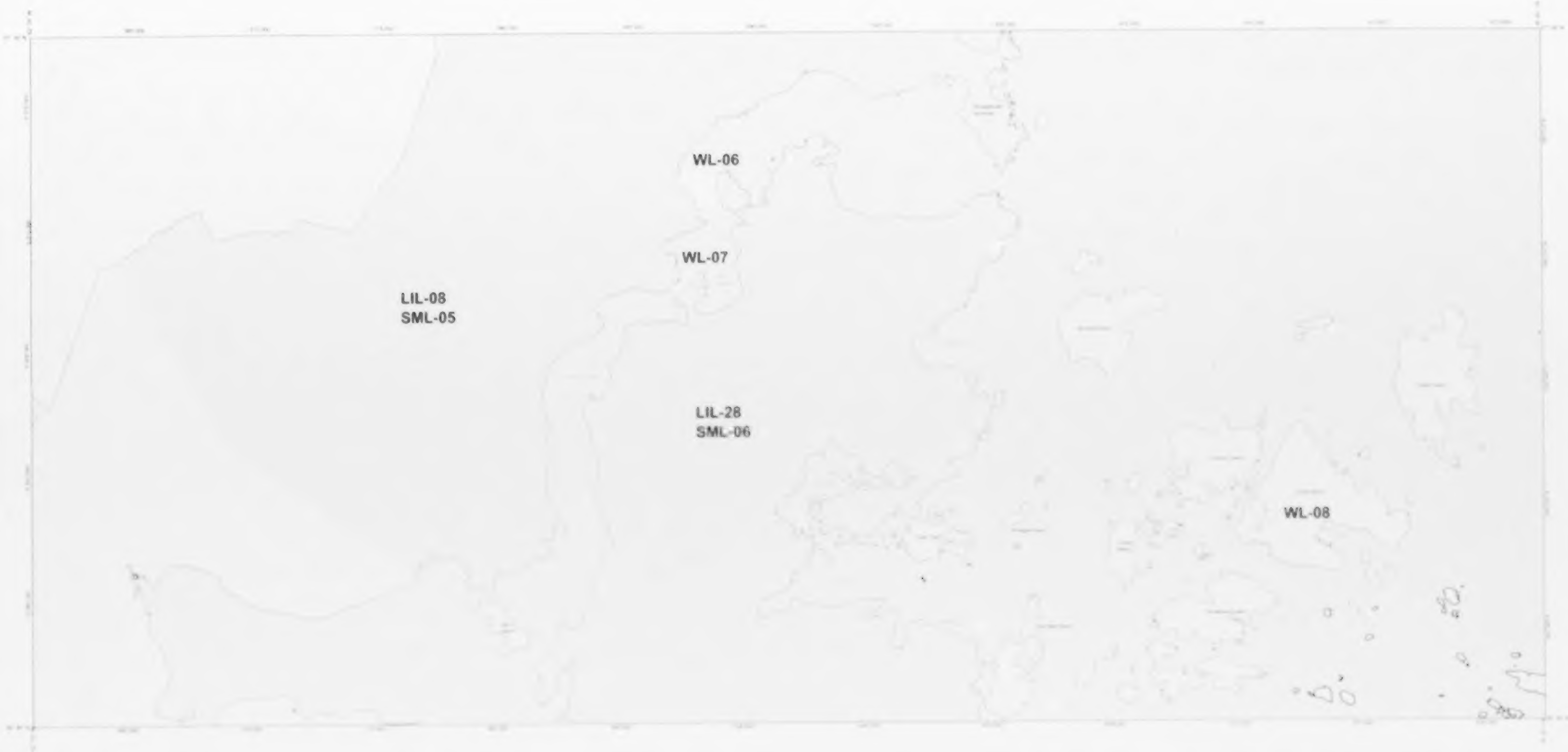
This Map Encompasses NTS Map Sheets

014 D/15 and 014 D/16

legend

LABRADOR INUIT LAND CLAIMS AGREEMENT

Canada


WL-06
WL-07
LIL-08
SML-05
LIL-28
SML-06
WL-08

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Map Sheet 50

Port Manvers Run - David Island

This Map Encompasses NTS Map Sheets

014 C/13 and 014 C/14

legend

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Canada

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Map Sheet 51

Savage Islands - No Title

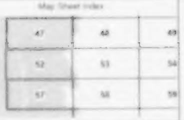
This Map Encompasses NTS Map Sheets

014 C/15 and 014 C/16

Legend

LABRADOR INUIT LAND CLAIMS AGREEMENT

Canada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Map Sheet 52

La Haute Falaise - Lac Pelland

This Map Encompasses NTS Map Sheets

024 A/10 and 024 A/9

legend

LABRADOR INUIT LAND CLAIMS AGREEMENT

Boundaries approved as depicted on the date of signing of the Labrador Inuit Land Claims Agreement

Canada

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Map Sheet 53

No Title - No Title

This Map Encompasses NTS Map Sheets

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legend

LABRADOR INUIT LAND CLAIMS AGREEMENT

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LIL-08
SML-15
WL-12
LIL-08
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SML-17
LIL-08

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N

Map Sheet 54

No Title - Tikkoatokak Bay

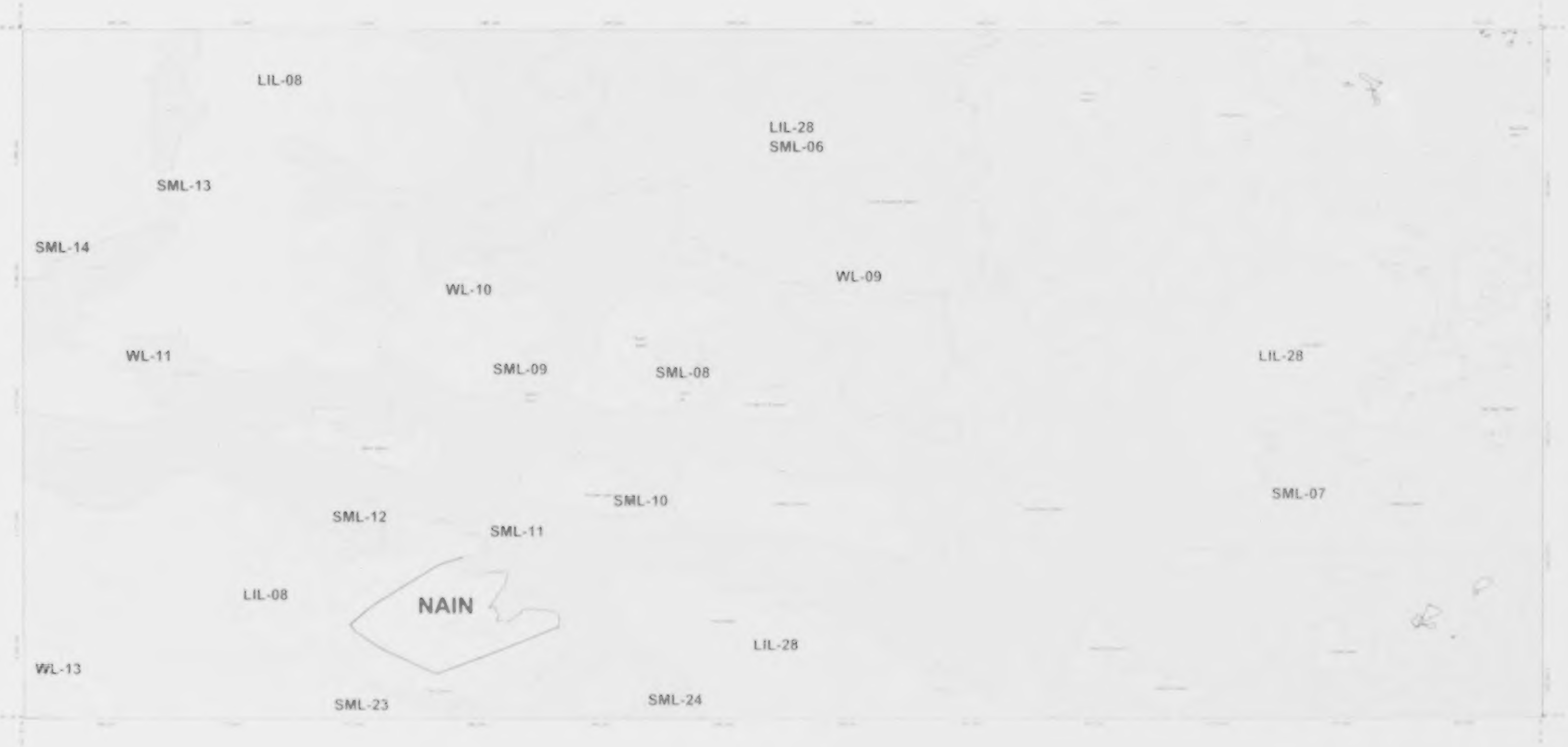
This Map Encompasses NTS Map Sheets

014 D/10 and 014 D/9

legend

LABRADOR INUIT LAND CLAIMS AGREEMENT

Canada


LIL-08
LIL-28
SML-06
SML-13
SML-14
WL-09
WL-10
WL-11
SML-09
SML-08
LIL-28
SML-10
SML-07
SML-12
SML-11
LIL-08
NAIN
LIL-28
WL-13
SML-23
SML-24

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Map Sheet 55

Nain - Dog Island

This Map Encompasses NTS Map Sheets

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Legend

LABRADOR INUIT LAND CLAIMS AGREEMENT

Canada

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Map Sheet 56

Chronicle Island - No Title

This Map Encompasses NTS Map Sheets

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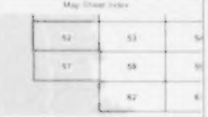
Legend

LABRADOR INUIT LAND CLAIMS AGREEMENT

Boundaries approved as depicted on the date of signing of the Labrador Inuit Land Claims Agreement

Canada

LIL-27
SML-64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Map Sheet 57

Lac De La Hutte Sauvage - Lac Dihourse

This Map Encompasses NTS Map Sheets

024 A/7 and 024 A/8

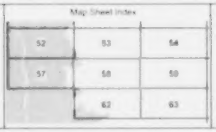
Legend

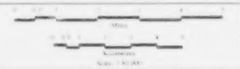
LABRADOR INUIT LAND CLAIMS AGREEMENT

[illegible] approved as depicted on the date of signing of the Labrador Inuit Land Claims Agreement

Canada

Map Sheet Index





The digital topographic base of this map is the Newfoundland and Labrador version of the National Topographic Database (NTDB) digital files at 1:50,000 scale.

Mapping Projection: Universal Transverse Mercator (UTM) Zone 20 Horizontal Datum: North American Datum 1983 (NAD83)

Map Sheet 58

No Title - No Title

This Map Encompasses NTS Map Sheets

014 D/5 and 014 D/6

legend

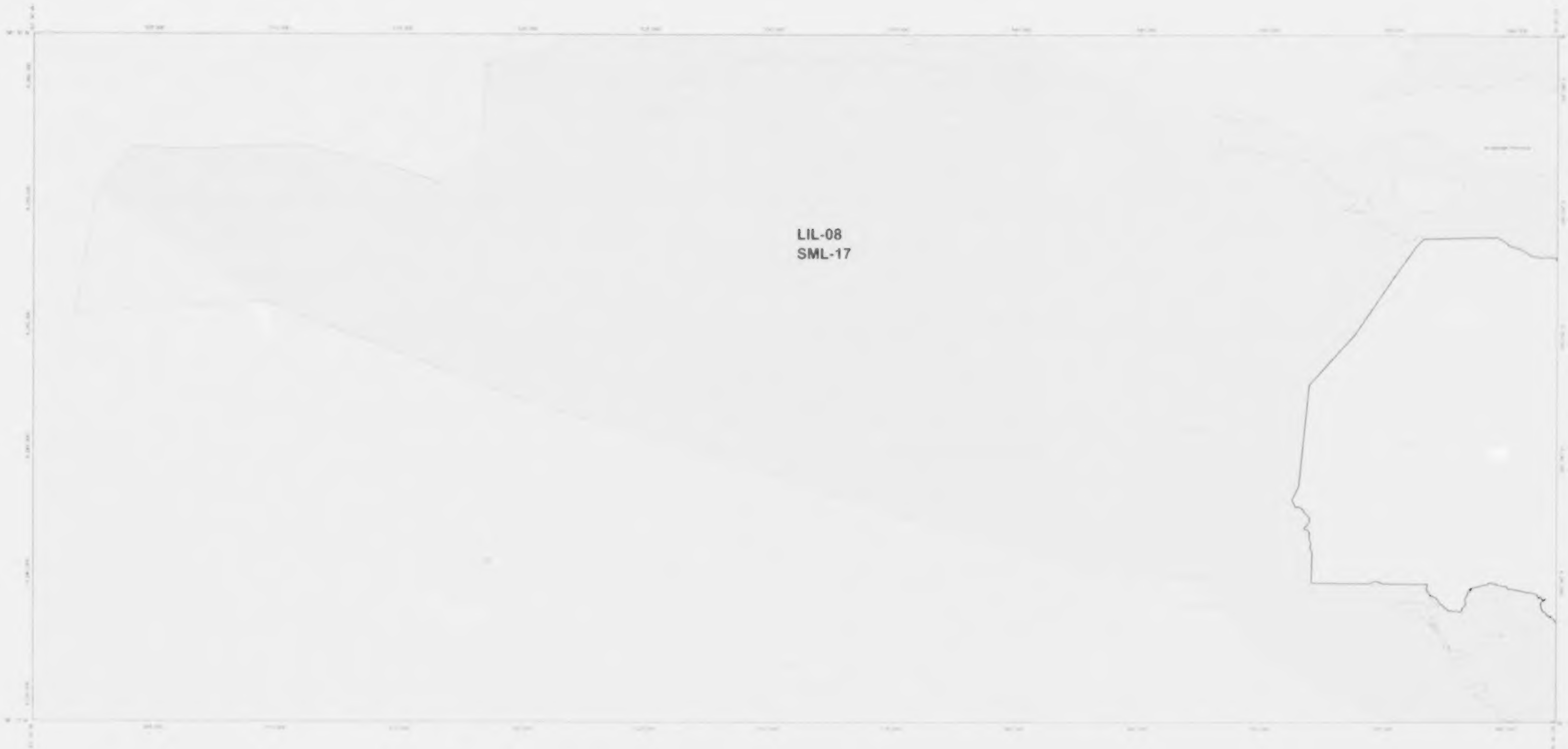
- Winter Trail
- Inuit Community boundary
- rivers
- elevation contours
- areas outside Labrador
- areas referred to in sections 12.13.10 and 12.13.11
- area of Inuit rights under section 7.4.14
- Voisey's Bay Area
- Labrador Inuit Settlement Area (land and water)
- Labrador Inuit Settlement Area Zone
- Labrador Inuit Lands
- Specified Material Lands
- Water Lots
- Torngat Mountains National Park Reserve of Canada

LABRADOR INUIT LAND CLAIMS AGREEMENT

Boundaries approved as depicted on the date of signing of the Labrador Inuit Land Claims Agreement

The boundaries on this map have not been surveyed except where the written description of a boundary in the appendices to the Labrador Inuit Land Claims Agreement states specific reference to a surveyed boundary or benchmark.

Canada



Map Sheet Index

53	54	55
58	59	60
62	63	64

N

Map Sheet 59

No Title - Reid Brook

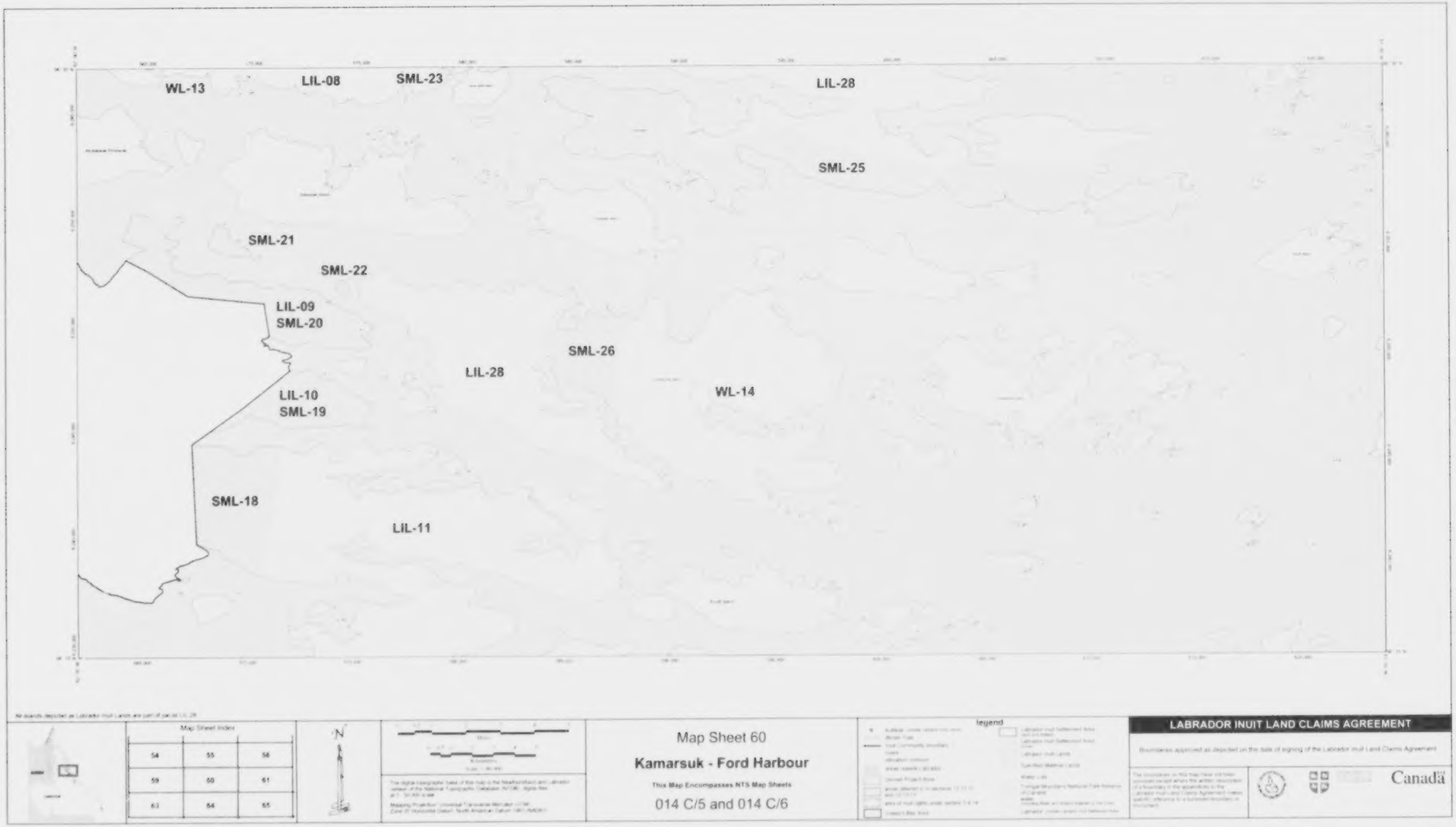
This Map Encompasses NTS Map Sheets

014 D/7 and 014 D/8

Legend

LABRADOR INUIT LAND CLAIMS AGREEMENT

Canada


WL-13
LIL-08
SML-23
LIL-28
SML-25
SML-21
SML-22
LIL-09
SML-20
SML-26
LIL-28
WL-14
LIL-10
SML-19
SML-18
LIL-11
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64
65
N
legend

All islands depicted as Labrador Inuit Lands are part of parcel LIL-28

Map Sheet 60

Kamarsuk - Ford Harbour

This Map Encompasses NTS Map Sheets

014 C/5 and 014 C/6

LABRADOR INUIT LAND CLAIMS AGREEMENT

Boundaries approved as depicted on the date of signing of the Labrador Inuit Land Claims Agreement

Canada

All islands depicted as Labrador Inuit Lands are part of parcel LS ...

Map Sheet Index

54	55	56
59	60	61
63	64	65

N

Miles
Kilometres

The digital topographic base of this map is the Newfoundland and Labrador version of the National Topographic Database (NTDB), digital files @ 1:50 000 scale.

Mapping Projection: Universal Transverse Mercator (UTM) Zone 20 Horizontal Datum: North American Datum 1983 (NAD83)

Map Sheet 61

Satoaluk Island - No Title

This Map Encompasses NTS Map Sheets

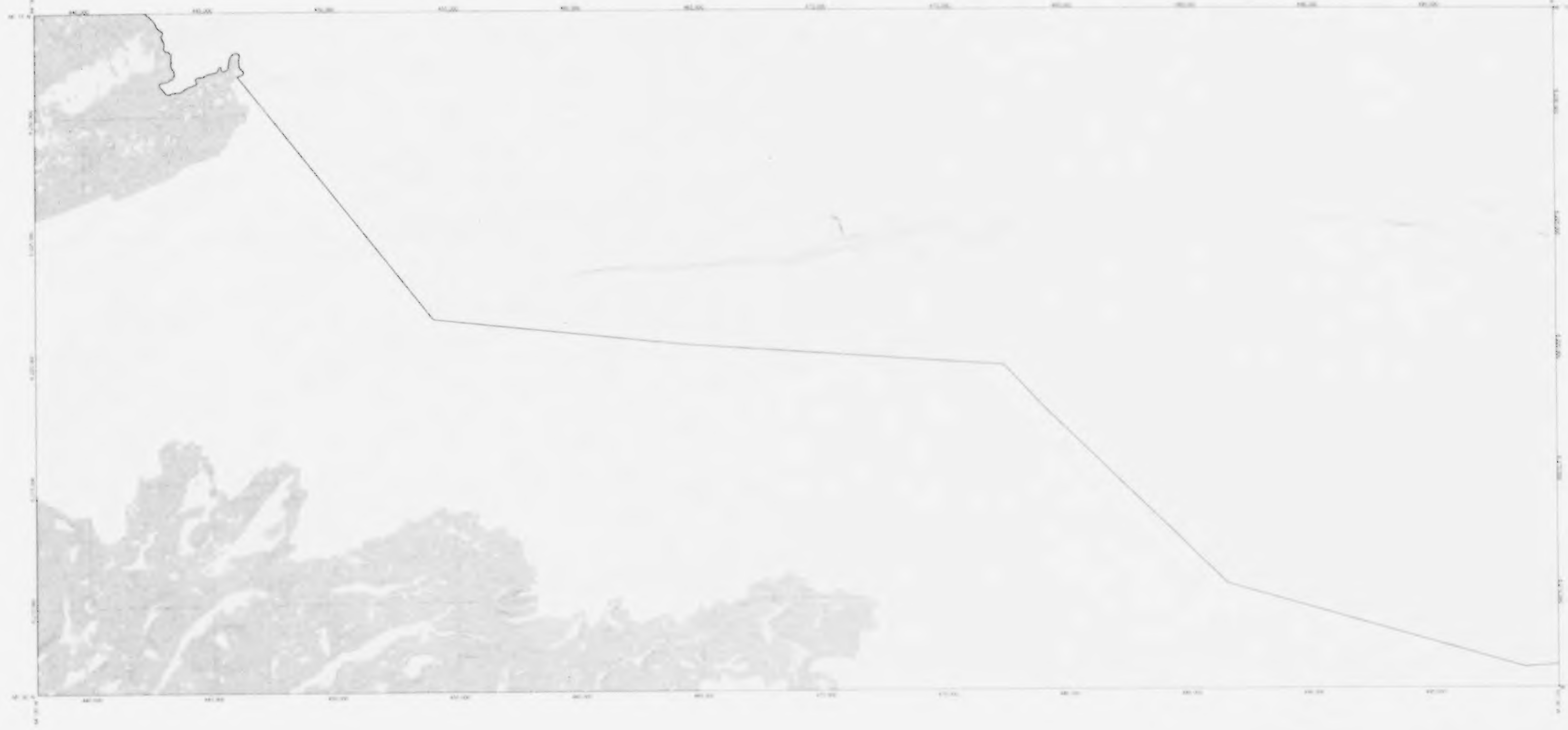
014 C/7 and 014 C/8

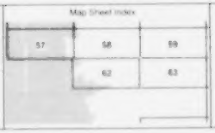
Legend

LABRADOR INUIT LAND CLAIMS AGREEMENT

Boundaries approved as depicted on the date of signing of the Labrador Inuit Land Claims Agreement

Canada





N

Miles

Kilometres

Map Sheet 62

No Title - Long Pond

This Map Encompasses NTS Map Sheets

014 D/4 and 014 D/3

legend

Labrador Inuit Settlement Area

Labrador Inuit Lands

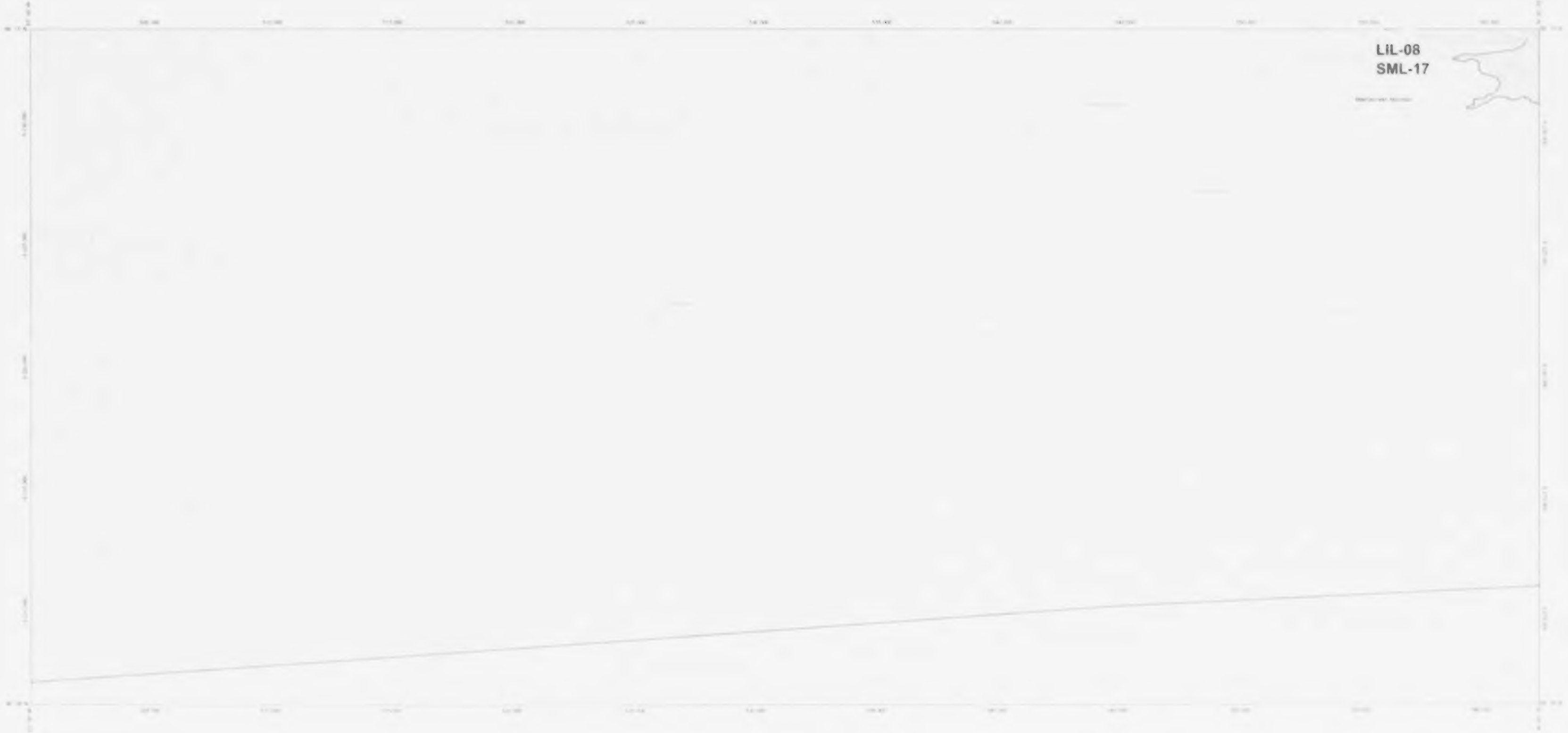
Specified Material Lands

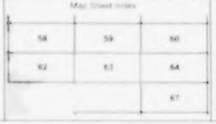
Torngat Mountains National Park Reserve of Canada

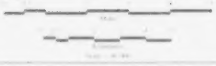
LABRADOR INUIT LAND CLAIMS AGREEMENT

Boundaries approved as depicted on the date of signing of the Labrador Inuit Land Claims Agreement

Canada


LIL-08
SML-17


58
59
60
62
63
64
67



Map Sheet 63

No Title - Makhavinekh Mountain

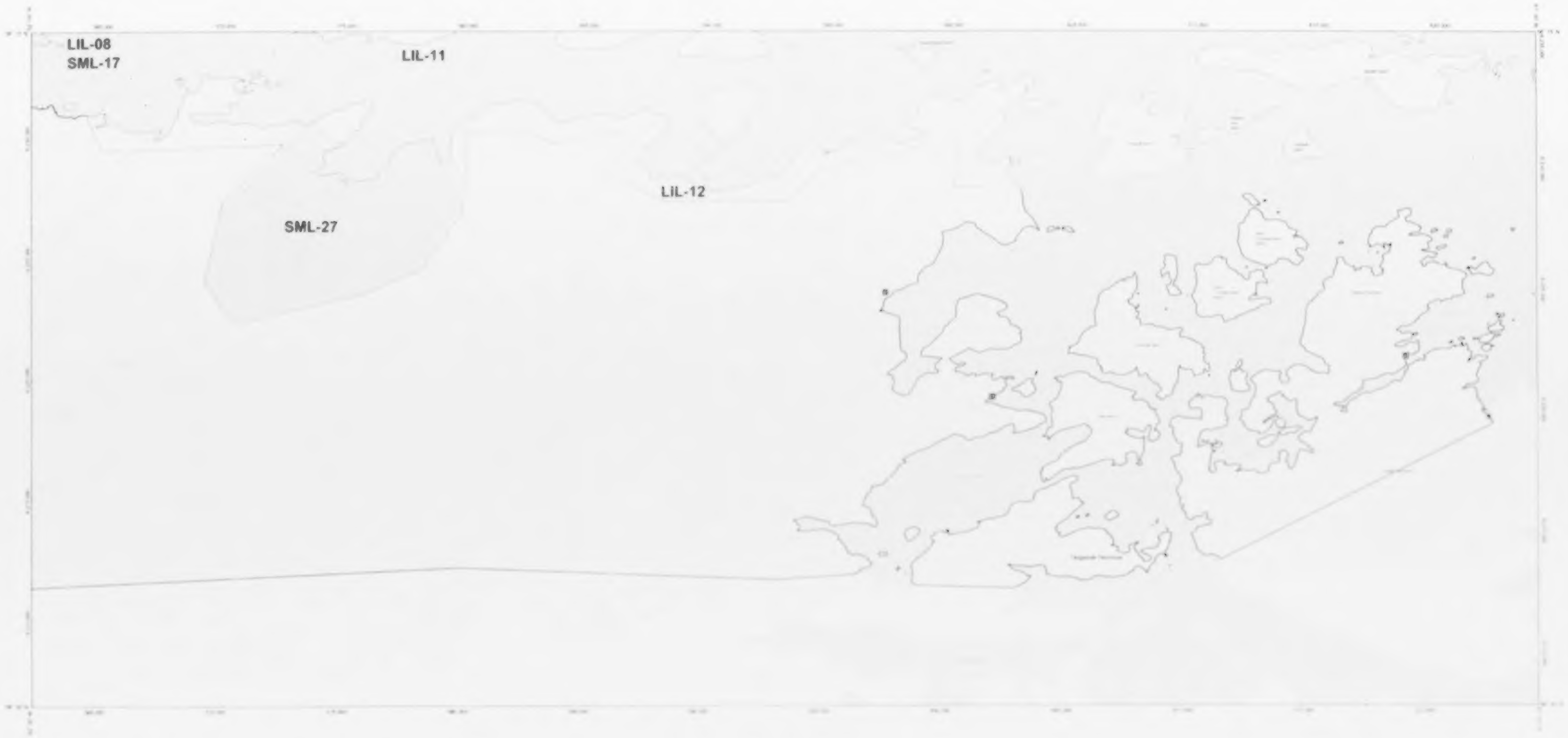
This Map Encompasses NTS Map Sheets

014 D/2 and 014 D/1

legend

LABRADOR INUIT LAND CLAIMS AGREEMENT

Canada



Map Sheet Index

59	60	61
63	64	65
	67	68

N

Map Sheet 64

Garland Bight - Akpiktok Island

This Map Encompasses NTS Map Sheets

014 C/4 and 014 C/3

Legend

LABRADOR INUIT LAND CLAIMS AGREEMENT

Boundaries approved as depicted on the date of signing of the Labrador Inuit Land Claims Agreement

Canada

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63	64	65
	67	68

Map Sheet 65

Spracklins Island - No Title

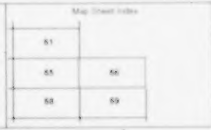
This Map Encompasses NTS Map Sheets

014 C/2 and 014 C/1

Legend

LABRADOR INUIT LAND CLAIMS AGREEMENT

Canada


Map Sheet Index
51
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58
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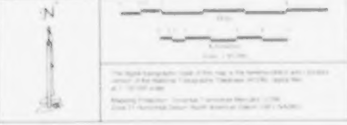

Map Sheet 66

No Title - No Title

This Map Encompasses NTS Map Sheets

014 B/4 and 014 B/3

legend

LABRADOR INUIT LAND CLAIMS AGREEMENT

Canada

Map Sheet Index

63	64	65
	67	68
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Map Sheet 67

No Title - Sango Bay

This Map Encompasses NTS Map Sheets

013 N/13 and 013 N/14

legend

LABRADOR INUIT LAND CLAIMS AGREEMENT

Boundaries approved as depicted on the date of signing of the Labrador Inuit Land Claims Agreement

Canada

LIL-13
LIL-13
SML-28

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67	68	69
71	72	73

N

Map Sheet 68

Davis Inlet - Nunaksaluk Island

This Map Encompasses NTS Map Sheets

013 N/15 and 013 N/16

legend

LABRADOR INUIT LAND CLAIMS AGREEMENT

Canada

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68	69
72	73

N

Map Sheet 69

No Title - No Title

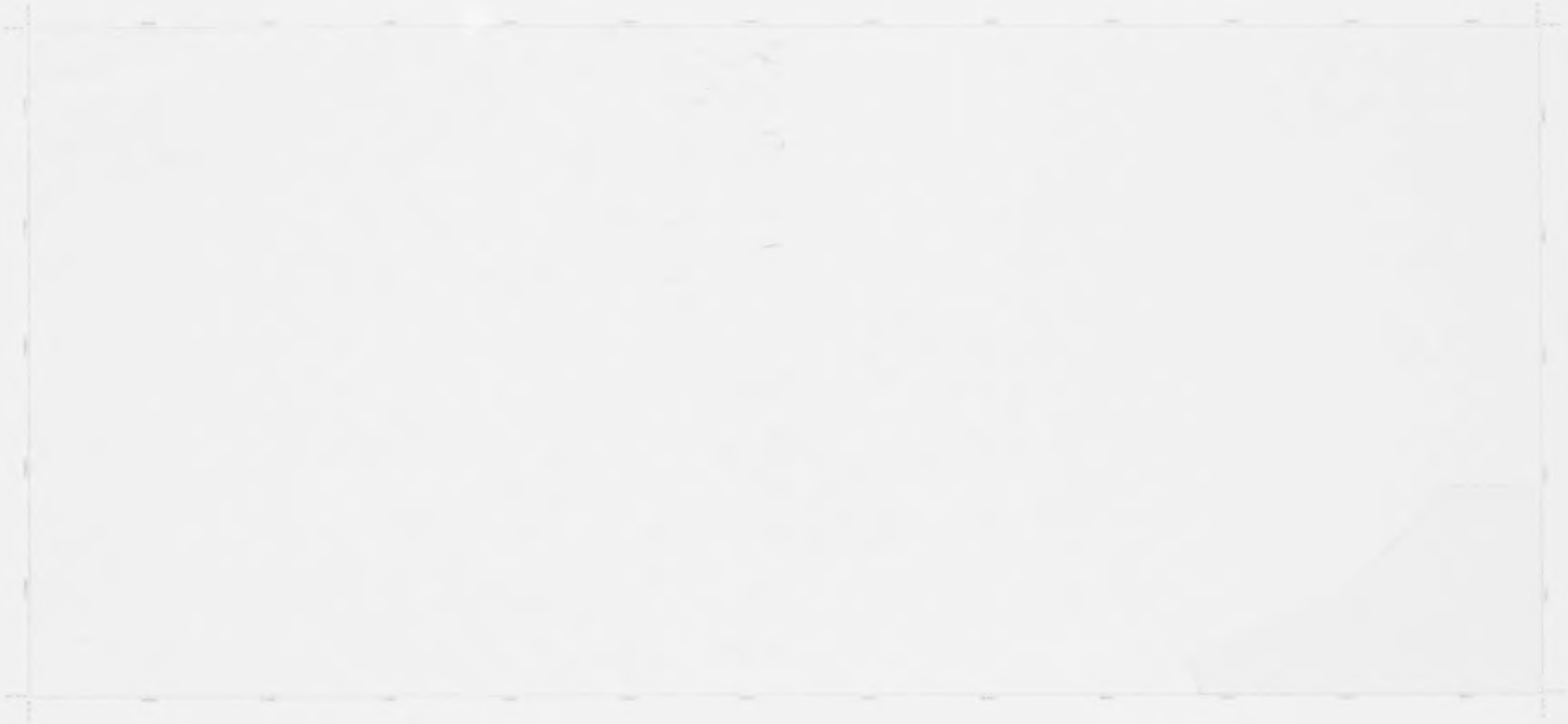
This Map Encompasses NTS Map Sheets

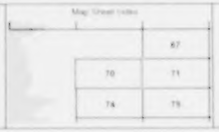
013 O/13 and 013 O/14

Legend

LABRADOR INUIT LAND CLAIMS AGREEMENT

Canada




Map Sheet Index
67
70
71
74
75

N

Map Sheet 70

No Title - No Title

This Map Encompasses NTS Map Sheets

013 M/10 and 013 M/9

legend

LABRADOR INUIT LAND CLAIMS AGREEMENT

Canada

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71
72
74
75
76

Map Sheet 71

No Title - No Title

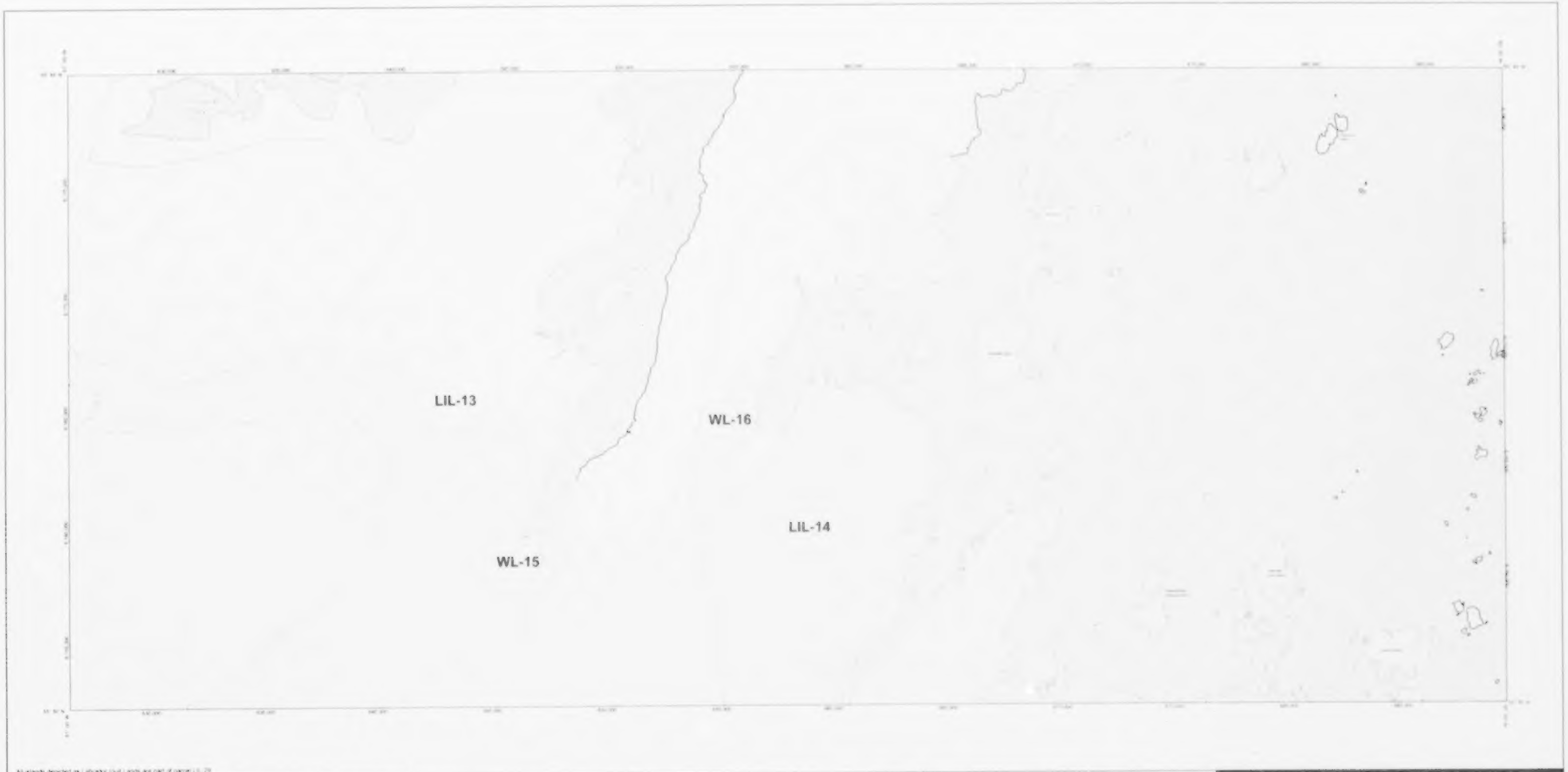
This Map Encompasses NTS Map Sheets

013 N/12 and 013 N/11

legend

LABRADOR INUIT LAND CLAIMS AGREEMENT

Canada



All islands depicted as Labrador Inuit Lands are part of parcel LIL-29

Map Sheet Index

67	68	69
71	72	73
75	76	77

Scale 1:50,000

Map Sheet 72

Big Bay - Napatalik Island

This Map Encompasses NTS Map Sheets

013 N/10 and 013 N/9

legend

LABRADOR INUIT LAND CLAIMS AGREEMENT

Boundaries approved as depicted on the date of signing of the Labrador Inuit Land Claims Agreement

Canada

Map Sheet Index

67	68	69	
71	72	73	
75	76	77	7

Map Sheet 73

No Title - No Title

This Map Encompasses NTS Map Sheets

013 O/12 and 013 O/11

legend

LABRADOR INUIT LAND CLAIMS AGREEMENT

Boundaries approved as depicted on the date of signing of the Labrador Inuit Land Claims Agreement

Canada

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70	71
74	75
79	80

N

Map Sheet 74

No Title - No Title

This Map Encompasses NTS Map Sheets

013 M/7 and 013 M/8

Legend

[illegible]

LABRADOR INUIT LAND CLAIMS AGREEMENT

Boundaries approved as described on the date of signing of the Labrador Inuit Land Claims Agreement

[illegible]

Canada

Map Sheet Index

70	71	72
74	75	76
79	80	81

Map Sheet 75

No Title - No Title

This Map Encompasses NTS Map Sheets

013 N/5 and 013 N/6

Legend

LABRADOR INUIT LAND CLAIMS AGREEMENT

Boundaries approved as depicted at the date of signing of the Labrador Inuit Land Claims Agreement

Canada

LIL-13
LIL-14
WL-17
HOPEDALE
SML-30
SML-29
WL-18
WL-20
WL-19
LIL-29
WL-21
SML-31
WL-22
SML-32

Map Sheet Index

71	72	73
75	76	77
80	81	82

Map Sheet 76

No Title - Hopedale

This Map Encompasses NTS Map Sheets

013 N/7 and 013 N/8

legend

LABRADOR INUIT LAND CLAIMS AGREEMENT

Boundaries approved as depicted on the date of signing of the Labrador Inuit Land Claims Agreement

Canada

All islands depicted as Labrador Inuit Lands are part of parcel LI 29

Map Sheet Index

72	73	
76	77	78
81	82	83

Map Sheet 77

Double Islands - Turnavik Islands

This Map Encompasses NTS Map Sheets

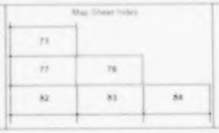
013 O/5 and 013 O/6

legend

LABRADOR INUIT LAND CLAIMS AGREEMENT

Boundaries approved as depicted on the date of signing of the Labrador Inuit Land Claims Agreement

Canada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71
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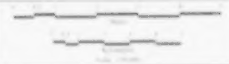
78
82
83
84



Map Sheet 78

No Title - No Title

This Map Encompasses NTS Map Sheets

013 O/7 and 013 O/8

legend

LABRADOR INUIT LAND CLAIMS AGREEMENT

Canada

Map Sheet Index

74	75	76
79	80	81
85	86	87

Map Sheet 79

No Title - No Title

This Map Encompasses NTS Map Sheets

013 M/2 and 013 M/1

Legend

LABRADOR INUIT LAND CLAIMS AGREEMENT

Canada

Map Sheet Index

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79	80	81
85	86	87

N

Map Sheet 80

Harp Lake - Shapio Lake

This Map Encompasses NTS Map Sheets

013 N/4 and 013 N/3

legend

LABRADOR INUIT LAND CLAIMS AGREEMENT

Canada

WL-23
WL-24
LIL-15
WL-25
LIL-14
SML-32
LIL-14

All islands depicted as Labrador Inuit Lands are part of parcel LIL-15

Map Sheet Index

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80	81	82
86	87	88

N

Map Sheet 81

Ugjoktok Bay - Kanairiktok Bay

This Map Encompasses NTS Map Sheets

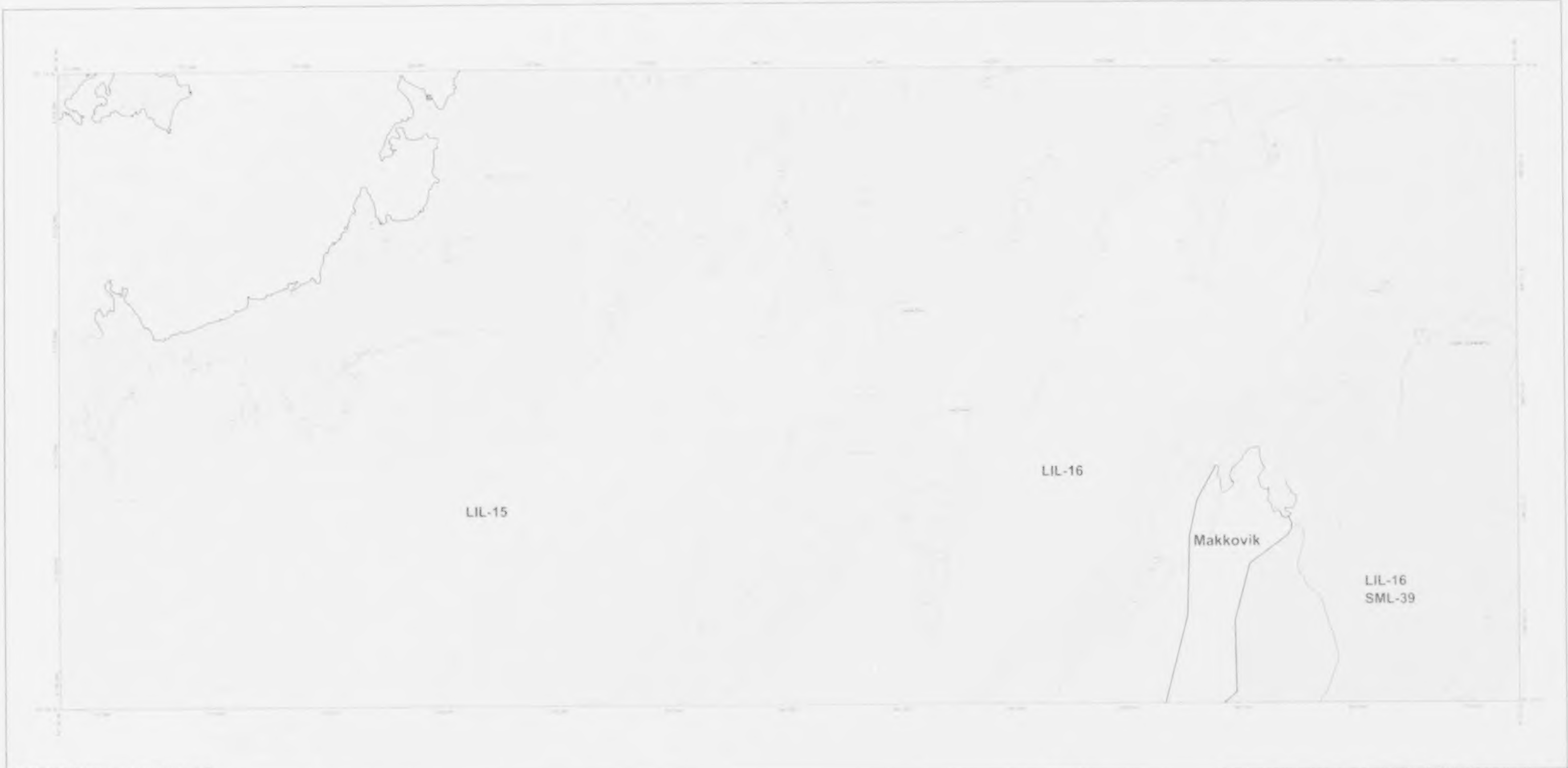
013 N/2 and 013 N/1

legend

LABRADOR INUIT LAND CLAIMS AGREEMENT

Boundaries approved as depicted on the date of signing of the Labrador Inuit Land Claims Agreement

Canadä


LIL-15
LIL-16
Makkovik
LIL-16
SML-39

LABRADOR INUIT LAND CLAIMS AGREEMENT

Map Sheet 82

Bay Of Islands - Makkovik

This Map Encompasses NTS Map Sheets

013 O/4 and 013 O/3

legend

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87	88	89

N

Canada

LABRADOR SEA
LIL-16
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SML-47
SML-46
SML-48
SML-49
SML-42
SML-50
SML-51

Map Sheet 83

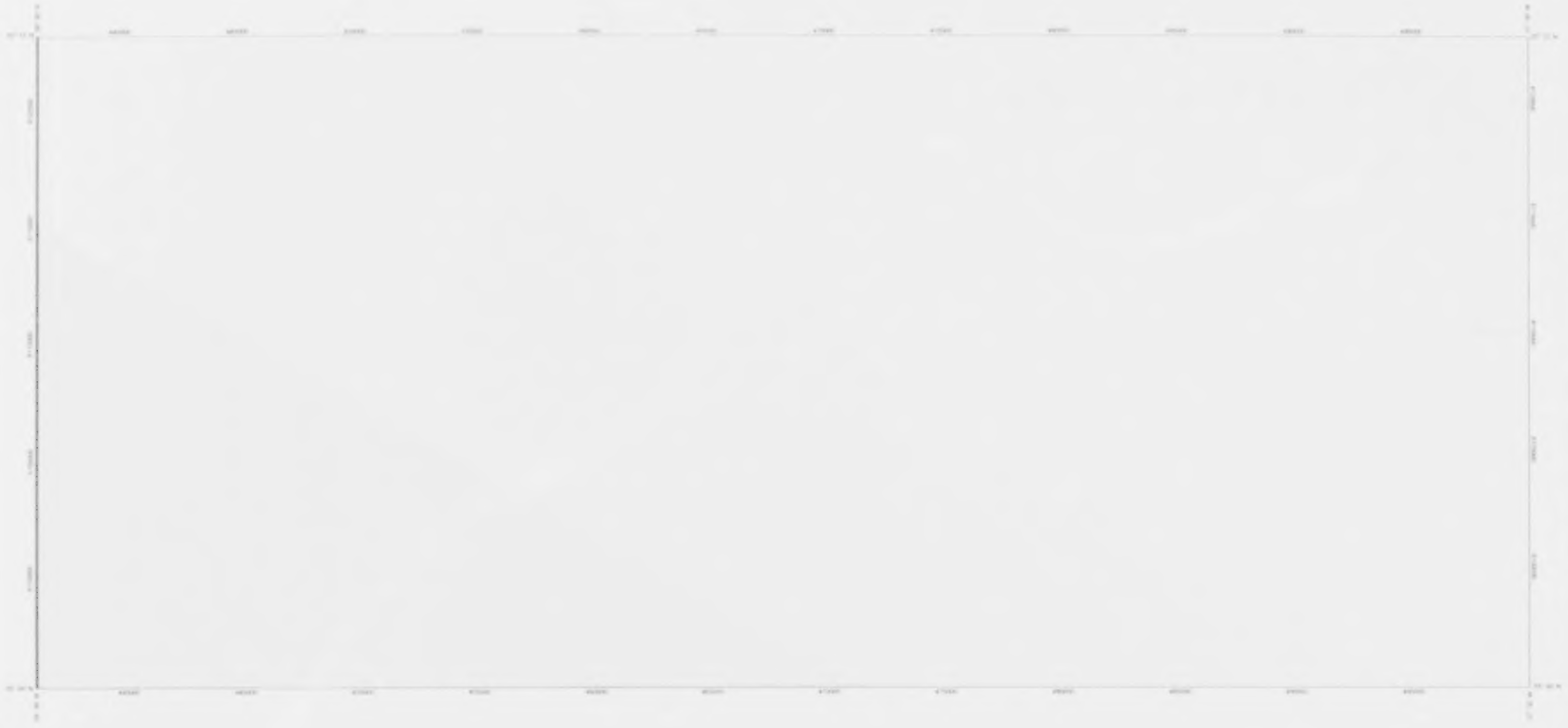
Ironbound Islands - No Title

This Map Encompasses NTS Map Sheets

013 O/2 and 013 O/1

LABRADOR INUIT LAND CLAIMS AGREEMENT

Canada



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Map Sheet 84

No Title - No Title

This Map Encompasses NTS Map Sheets

013 P/4 and 013 P/3

Legend

LABRADOR INUIT LAND CLAIMS AGREEMENT

Canada

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85
86
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Map Sheet 85

No Title - No Title

This Map Encompasses NTS Map Sheets

013 L/15 and 013 L/16

legend

LABRADOR INUIT LAND CLAIMS AGREEMENT

Canadä

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SML-33

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85	86	87
	92	93

Map Sheet 86

No Title - Mistinippi Lake

This Map Encompasses NTS Map Sheets

013 K/13 and 013 K/14

legend

LABRADOR INUIT LAND CLAIMS AGREEMENT

Boundaries approved as depicted on the date of signing of the Labrador Inuit Land Claims Agreement

Canada

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SML-34
SML-35
LIL-15

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92	93	94

Map Sheet 87

No Title - No Title

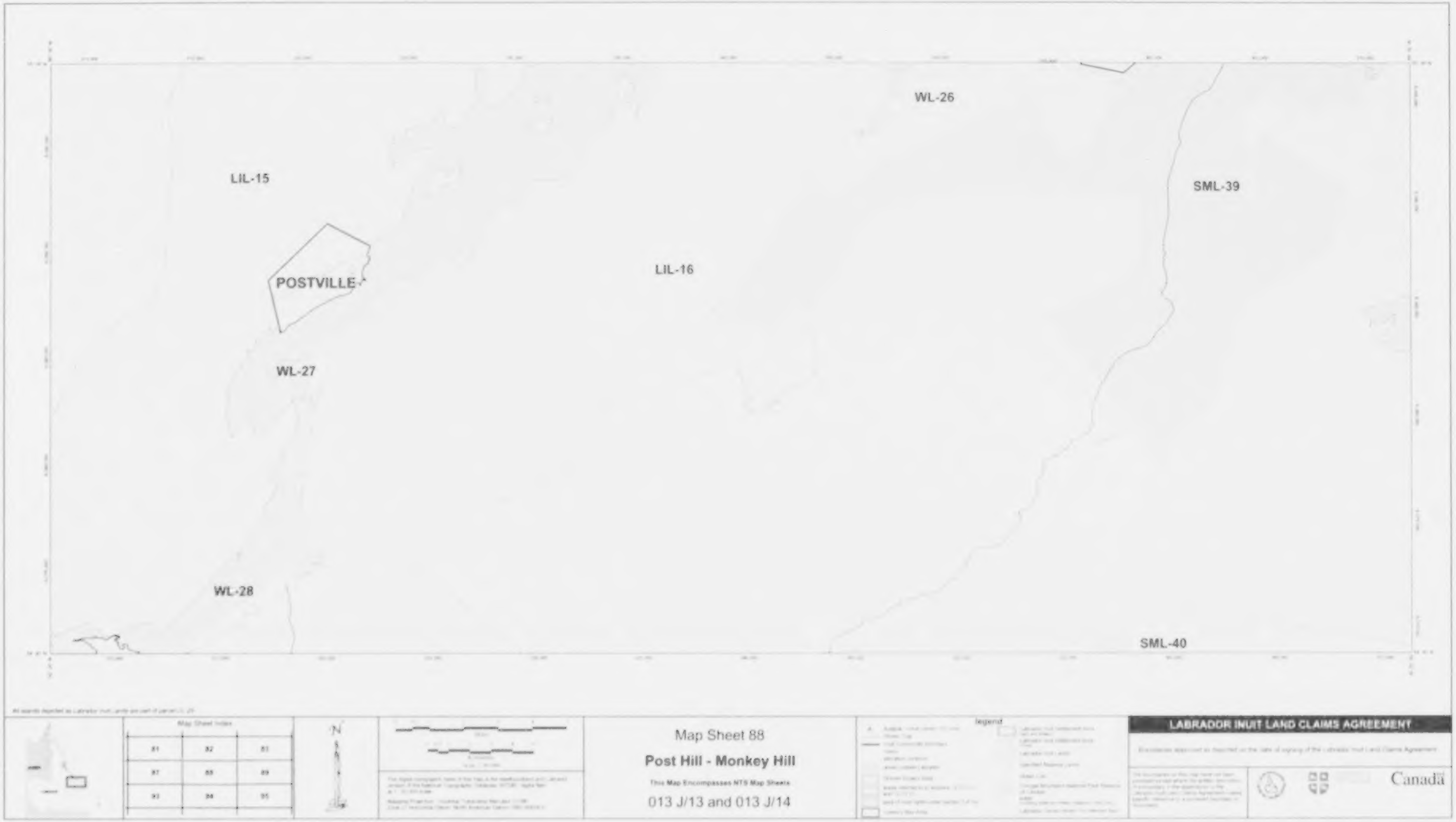
This Map Encompasses NTS Map Sheets

013 K/15 and 013 K/16

Legend

LABRADOR INUIT LAND CLAIMS AGREEMENT

Canada


WL-26
LIL-15
SML-39
POSTVILLE
LIL-16
WL-27
WL-28
SML-40
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N
legend
Canada

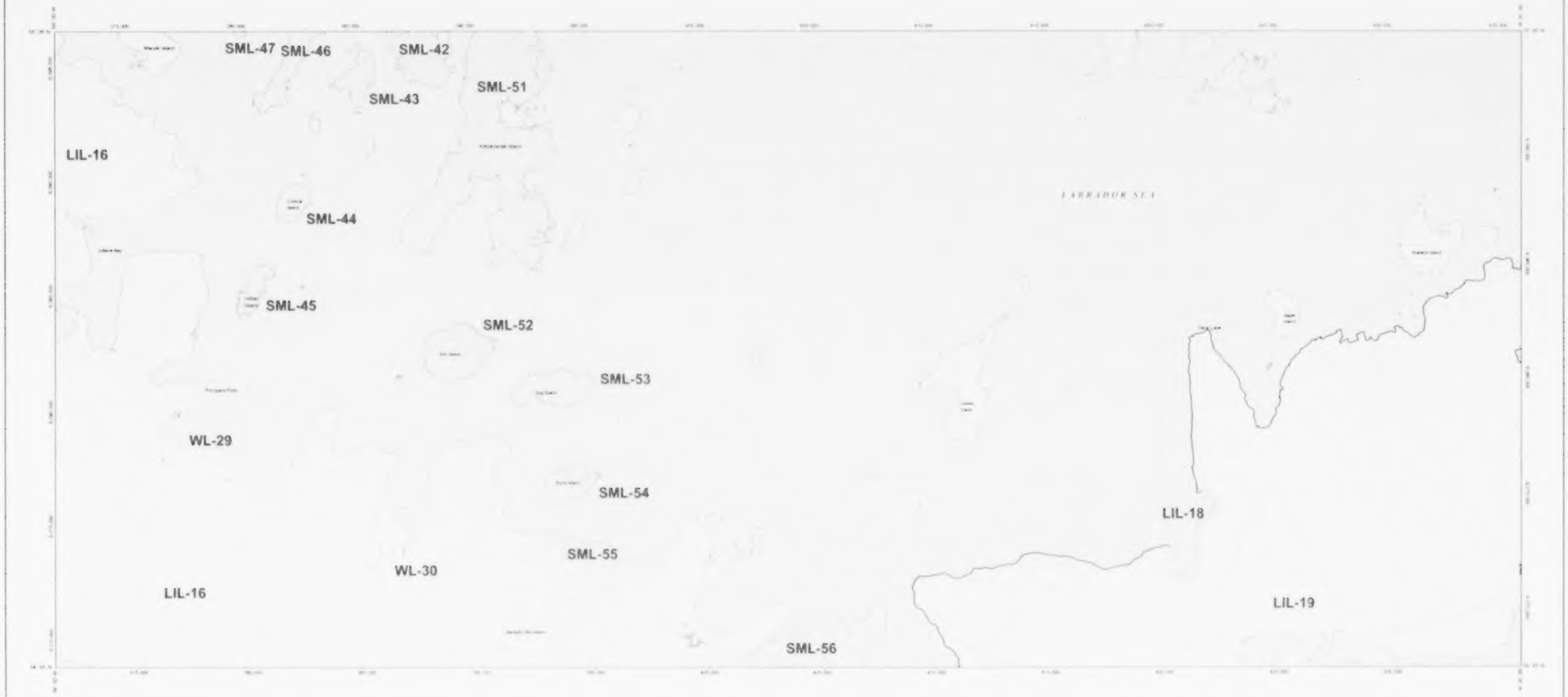
LABRADOR INUIT LAND CLAIMS AGREEMENT

Map Sheet 88

Post Hill - Monkey Hill

This Map Encompasses NTS Map Sheets

013 J/13 and 013 J/14


SML-47
SML-46
SML-42
SML-51
SML-43
LIL-16
SML-44
LABRADOR SEA
SML-45
SML-52
SML-53
WL-29
SML-54
LIL-18
SML-55
WL-30
LIL-16
LIL-19
SML-56

All islands depicted as Labrador Inuit Lands are part of parcel LIL-29

Map Sheet Index

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88	89	90
94	95	96

The digital topographic base of this map is the Newfoundland and Labrador version of the National Topographic Database (NTDB) digital files at 1:50 000 scale.

Mapping Projection: Universal Transverse Mercator (UTM)

Map Sheet 89

Stag Bay - Webeck Harbour

This Map Encompasses NTS Map Sheets

013 J/16 and 013 J/15

legend

- Winter Trail
- Inuit Community Boundary
- rivers
- elevation contours
- areas outside Labrador
- Voisey's Bay Area
- Labrador Inuit Lands
- Water Lots
- Torngat Mountains National Park Reserve of Canada

LABRADOR INUIT LAND CLAIMS AGREEMENT

Boundaries approved as depicted on the date of signing of the Labrador Inuit Land Claims Agreement

Canada

Labrador Sea
Cape Harrison
False Cape
LIL-19
LIL-19

All islands depicted as Labrador Inuit Lands are part of parcel LIL-19

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Map Sheet 90

Cape Harrison - No Title

This Map Encompasses NTS Map Sheets

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legend

LABRADOR INUIT LAND CLAIMS AGREEMENT

Canada

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legend

LABRADOR INUIT LAND CLAIMS AGREEMENT

Map Sheet 91

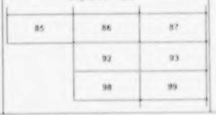
No Title - No Title

This Map Encompasses NTS Map Sheets

013 I/15 and 013 I/16

Canada

Map Sheet Index



Map Sheet 92

No Title - Snegamook Lake

This Map Encompasses NTS Map Sheets

013 K/12 and 013 K/11

Legend

LABRADOR INUIT LAND CLAIMS AGREEMENT

Canada

LIL-14
SML-35
LIL-15
SML-38
SML-36
LIL-16

Map Sheet Index

86	87	88
92	93	94
98	99	100

N

Map Sheet 93

Kaipokok River - West Micmac Lake

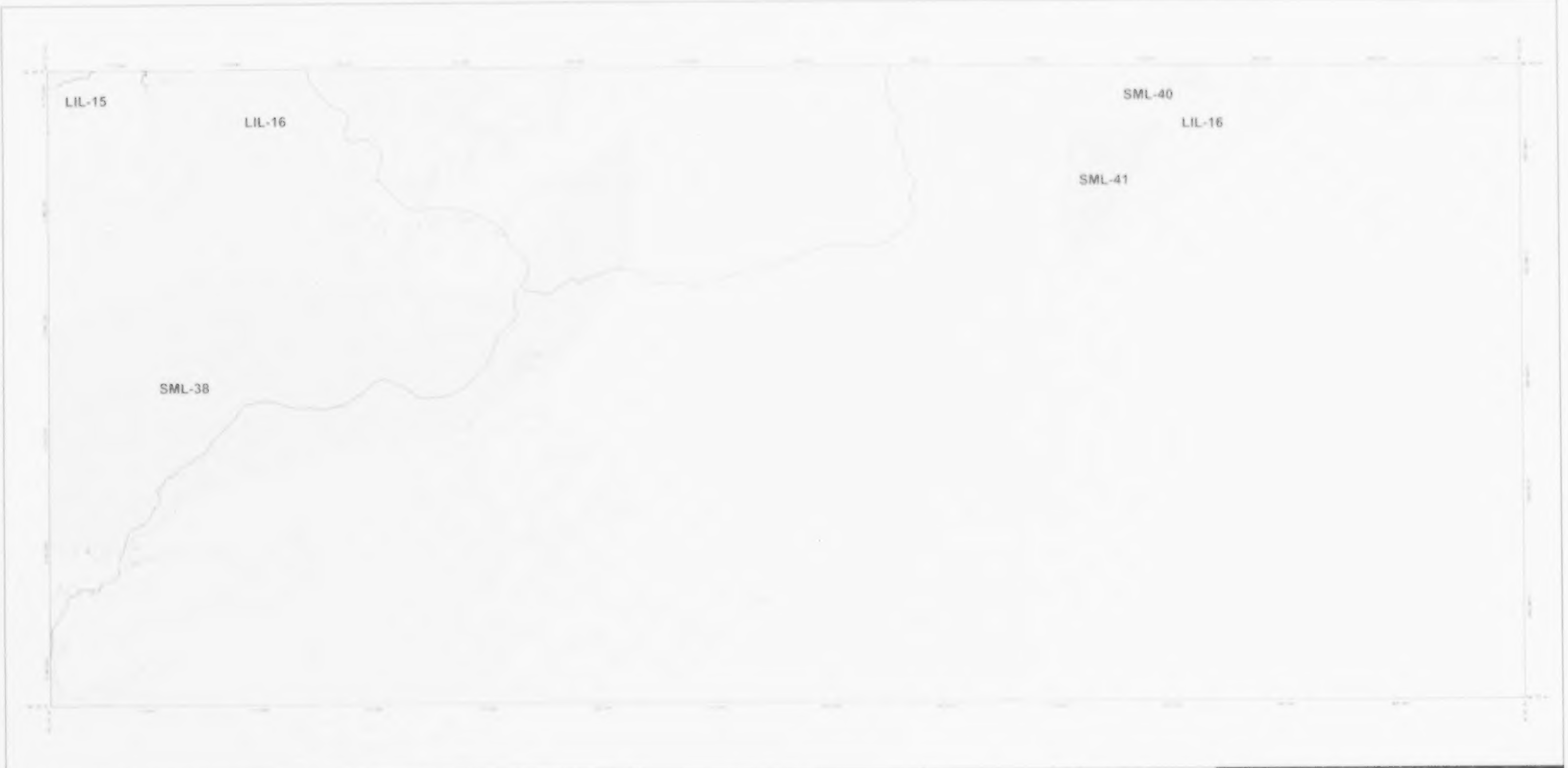
This Map Encompasses NTS Map Sheets

013 K/10 and 013 K/09

Legend

LABRADOR INUIT LAND CLAIMS AGREEMENT

Canada


LIL-15
LIL-16
SML-38
SML-40
LIL-16
SML-41

Map Sheet Index

87	88	89
93	94	95
99	100	101

Map Sheet 94

No Title - Micmac River

This Map Encompasses NTS Map Sheets

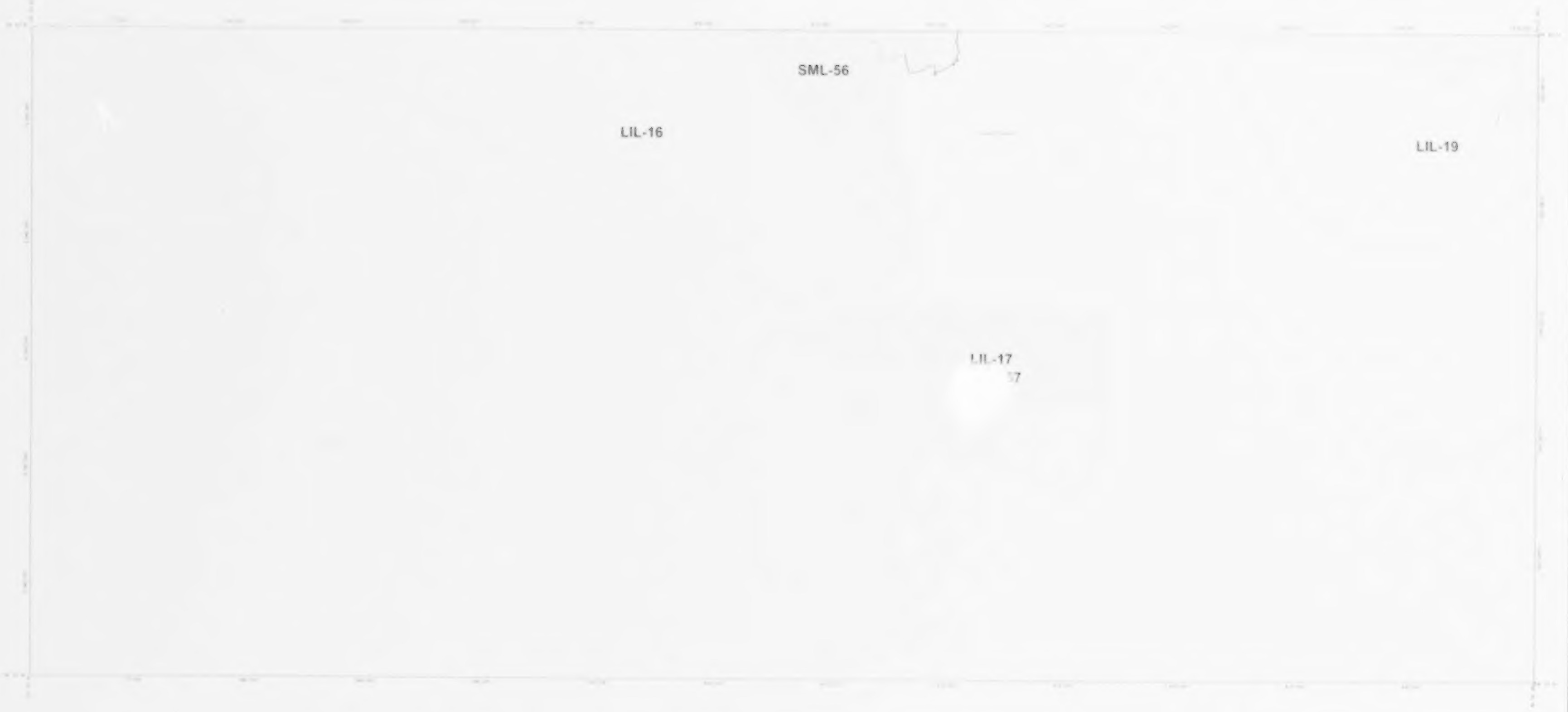
013 J/12 and 013 J/11

Legend

LABRADOR INUIT LAND CLAIMS AGREEMENT

Boundaries approved as depicted on the date of signing of the Labrador Inuit Land Claims Agreement

Canada


SML-56
LIL-16
LIL-19
LIL-17
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100	101	102

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Map Sheet 95

Mount Benedict - Lake Michael

This Map Encompasses NTS Map Sheets

013 J/10 and 013 J/9

Legend

LABRADOR INUIT LAND CLAIMS AGREEMENT

Canada

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LIL-20
LIL-29
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102
N
legend

LABRADOR INUIT LAND CLAIMS AGREEMENT

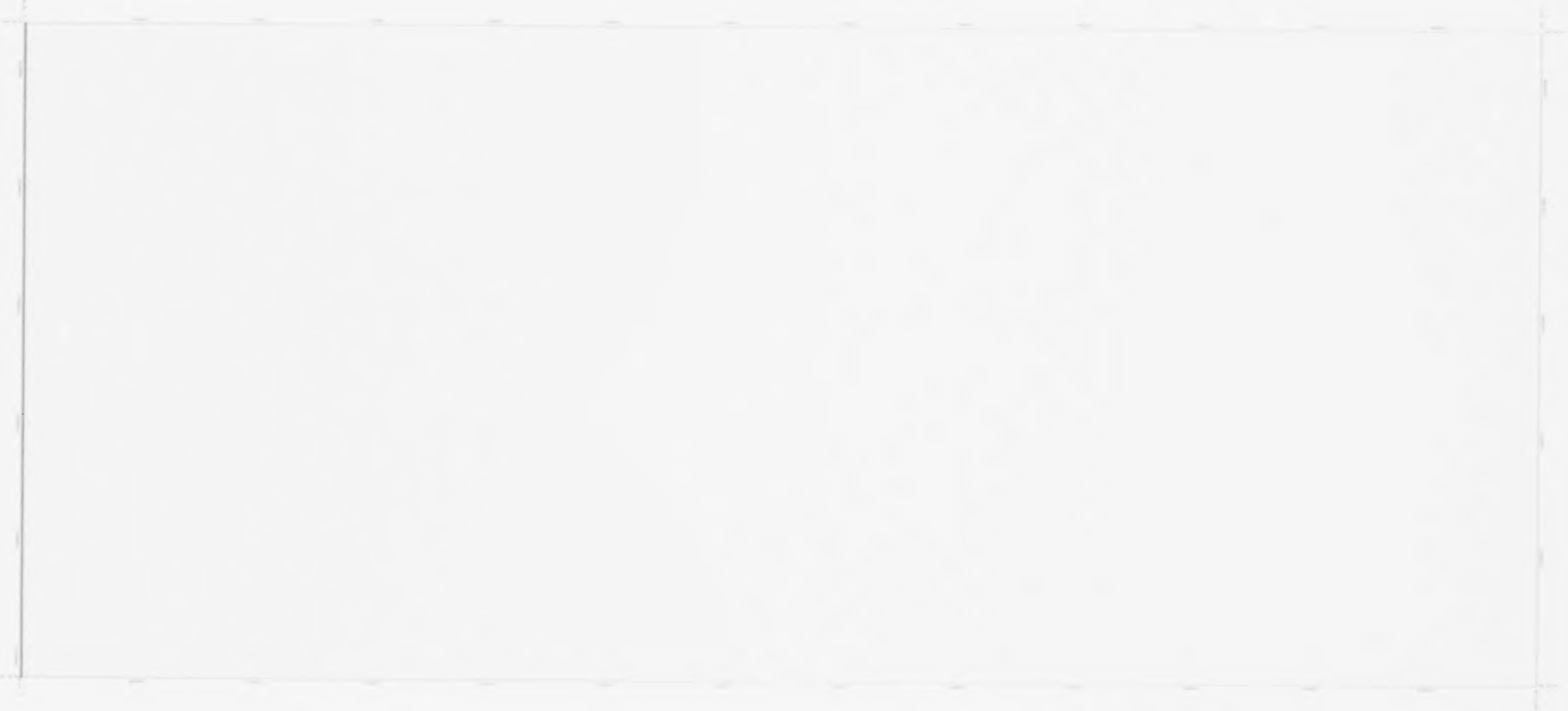
Map Sheet 96

Byron Bay - Holton Harbour

This Map Encompasses NTS Map Sheets

013 I/12 and 013 I/11

Canada



Map Sheet Index

90	91
96	97
102	103

Map Sheet 97

No Title - No Title

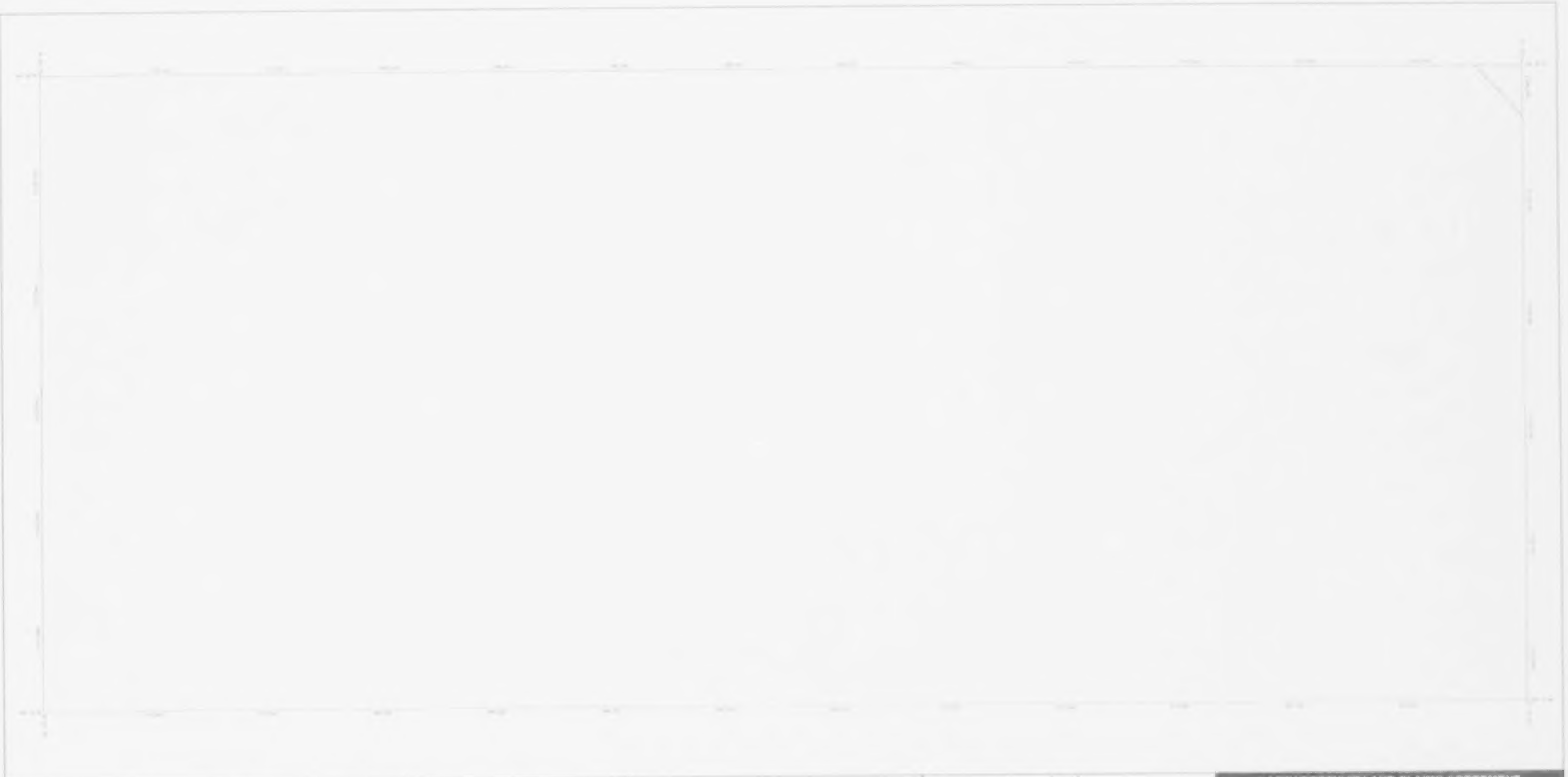
This Map Encompasses NTS Map Sheets

013 I/10 and 013 I/09

legend

LABRADOR INUIT LAND CLAIMS AGREEMENT

Canada



92
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98
99
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N

Map Sheet 98

Wuchusk Lake - Pocket Knife Lake

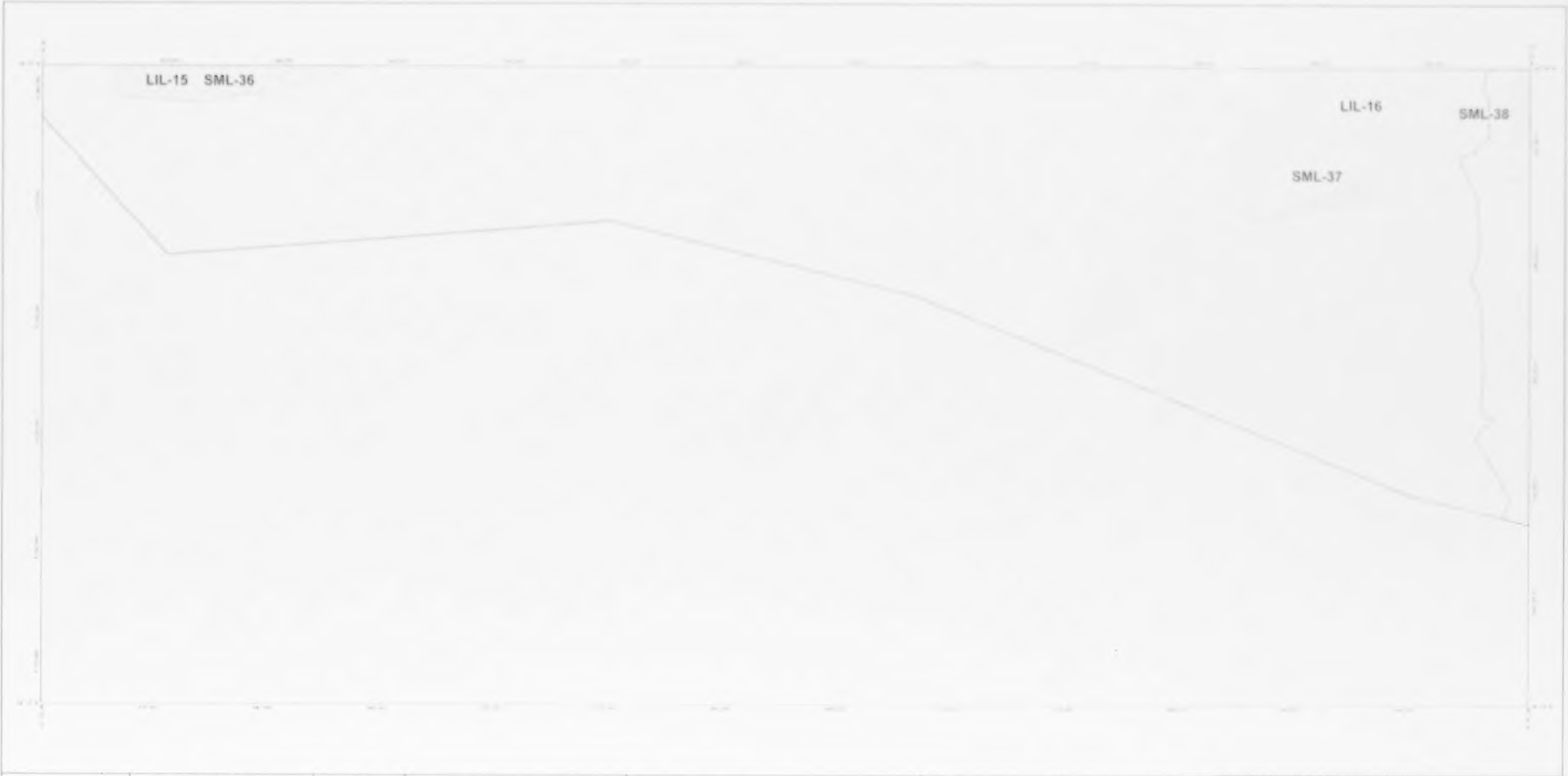
This Map Encompasses NTS Map Sheets

013 K/5 and 013 K/6

Legend

LABRADOR INUIT LAND CLAIMS AGREEMENT

Canada


LIL-15
SML-36
LIL-16
SML-38
SML-37

Map Sheet Index

92	93	94
98	99	100
	104	105

Map Sheet 99

No Title - No Title

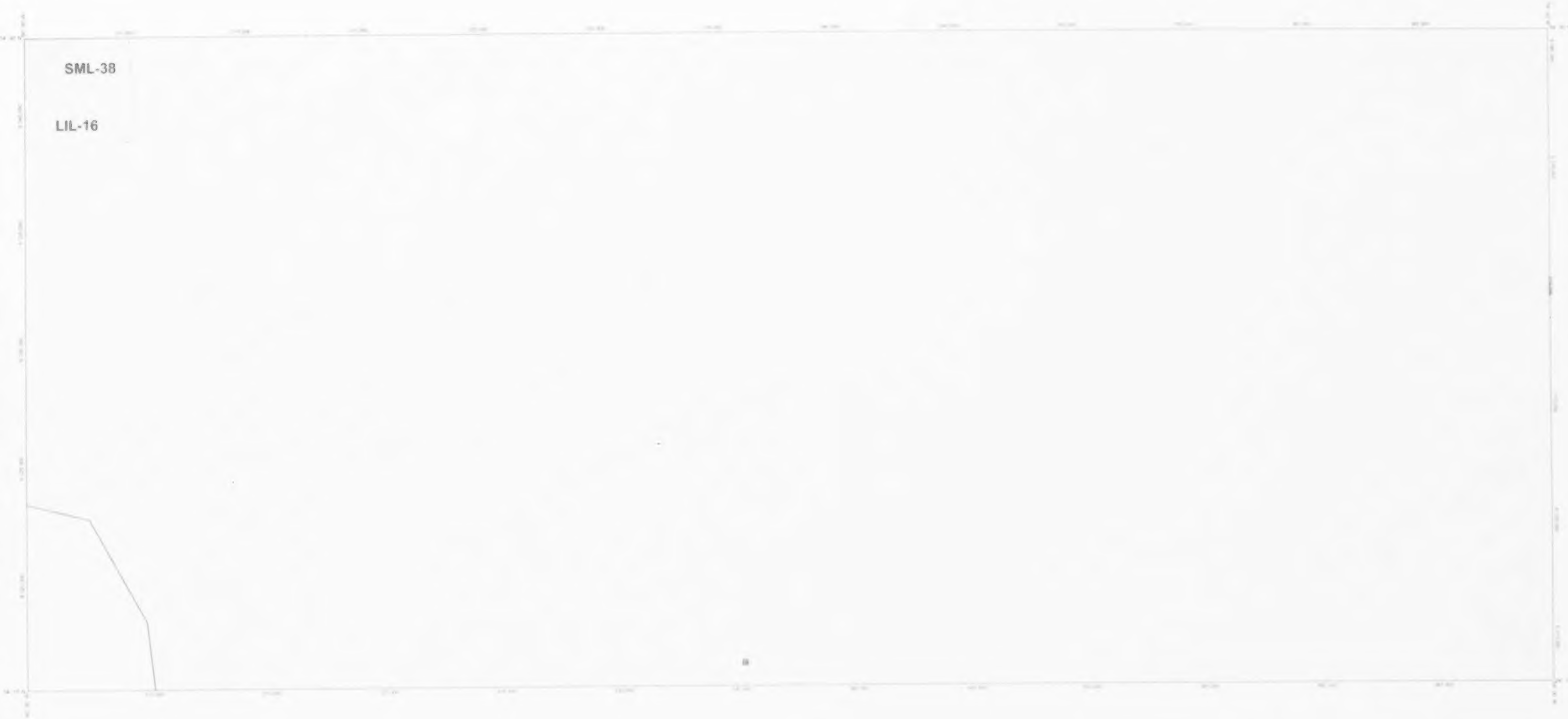
This Map Encompasses NTS Map Sheets

013 K/7 and 013 K/8

legend

LABRADOR INUIT LAND CLAIMS AGREEMENT

Canada



Map Sheet Index

93	94	95
99	100	101
104	105	106

Map Sheet 100

No Title - No Title

This Map Encompasses NTS Map Sheets

013 J/5 and 013 J/6

legend

LABRADOR INUIT LAND CLAIMS AGREEMENT

Boundaries approved as depicted on the date of signing of the Labrador Inuit Land Claims Agreement

Canada

SML-59
LIL-20

Map Sheet Index

94	95	96
100	101	102
105	106	107

N

Map Sheet 101

No Title - Ticoralak Island

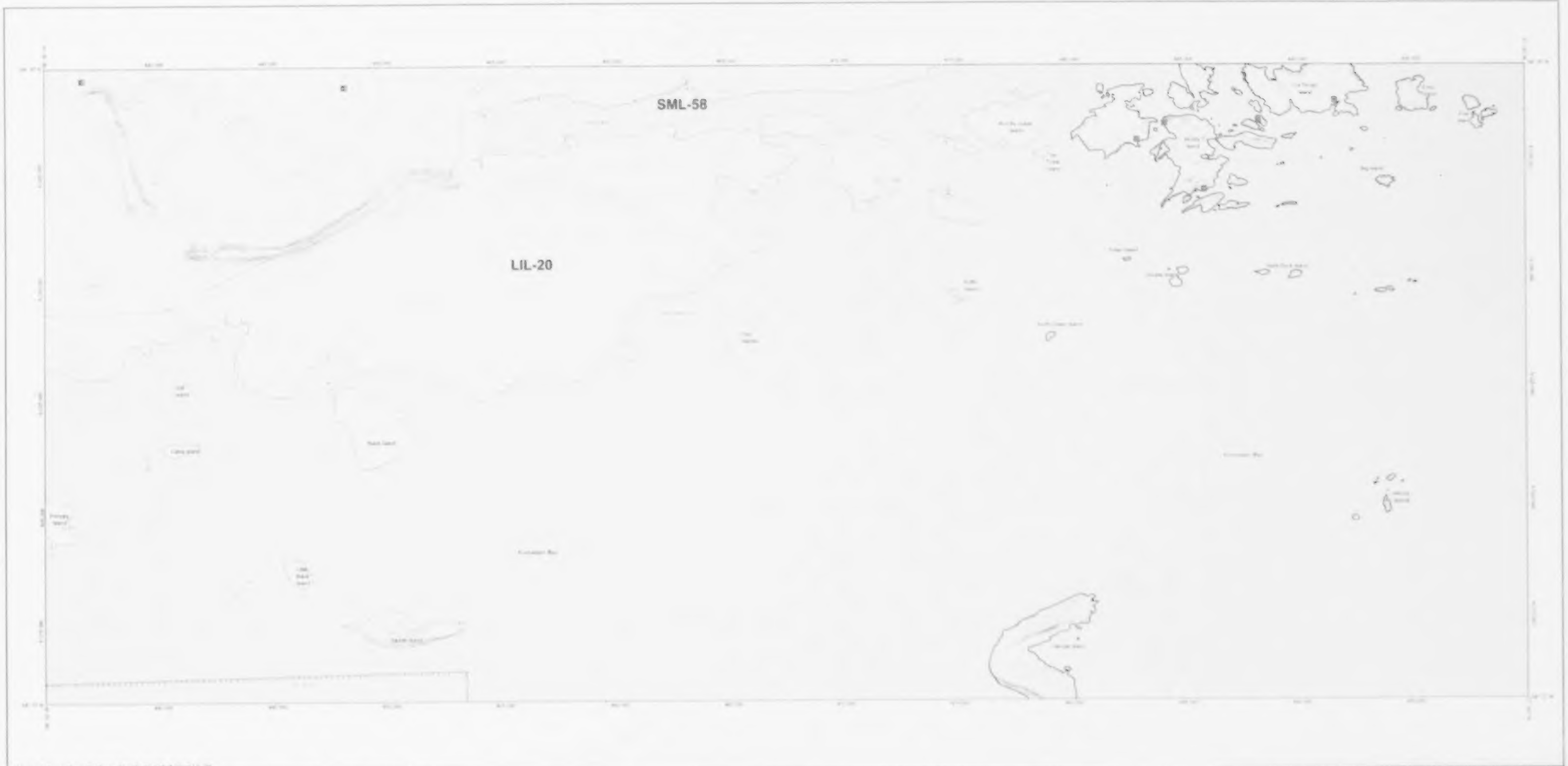
This Map Encompasses NTS Map Sheets

013 J/7 and 013 J/8

legend

LABRADOR INUIT LAND CLAIMS AGREEMENT

Canada



All islands depicted as Labrador Inuit Lands are part of parcel LIL-20

Map Sheet Index

94	95	96
100	101	102
105	106	107

N

Map Sheet 102

Pottles Bay - Indian Harbour

This Map Encompasses NTS Map Sheets

013 I/5 and 013 I/6

legend

LABRADOR INUIT LAND CLAIMS AGREEMENT

Boundaries approved as depicted on the date of signing of the Labrador Inuit Land Claims Agreement

Canada

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102	103
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...	

Map Sheet 103

White Bear Island - No Title

This Map Encompasses NTS Map Sheets

013 I/7 and 013 I/8

legend

LABRADOR INUIT LAND CLAIMS AGREEMENT

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Nipishish Lake - Mulligan River

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Labrador Inuit Lands

Specified Material Lands

Water Lots

Torngat Mountains National Park Reserve of Canada

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No Title - Double Mer

This Map Encompasses NTS Map Sheets

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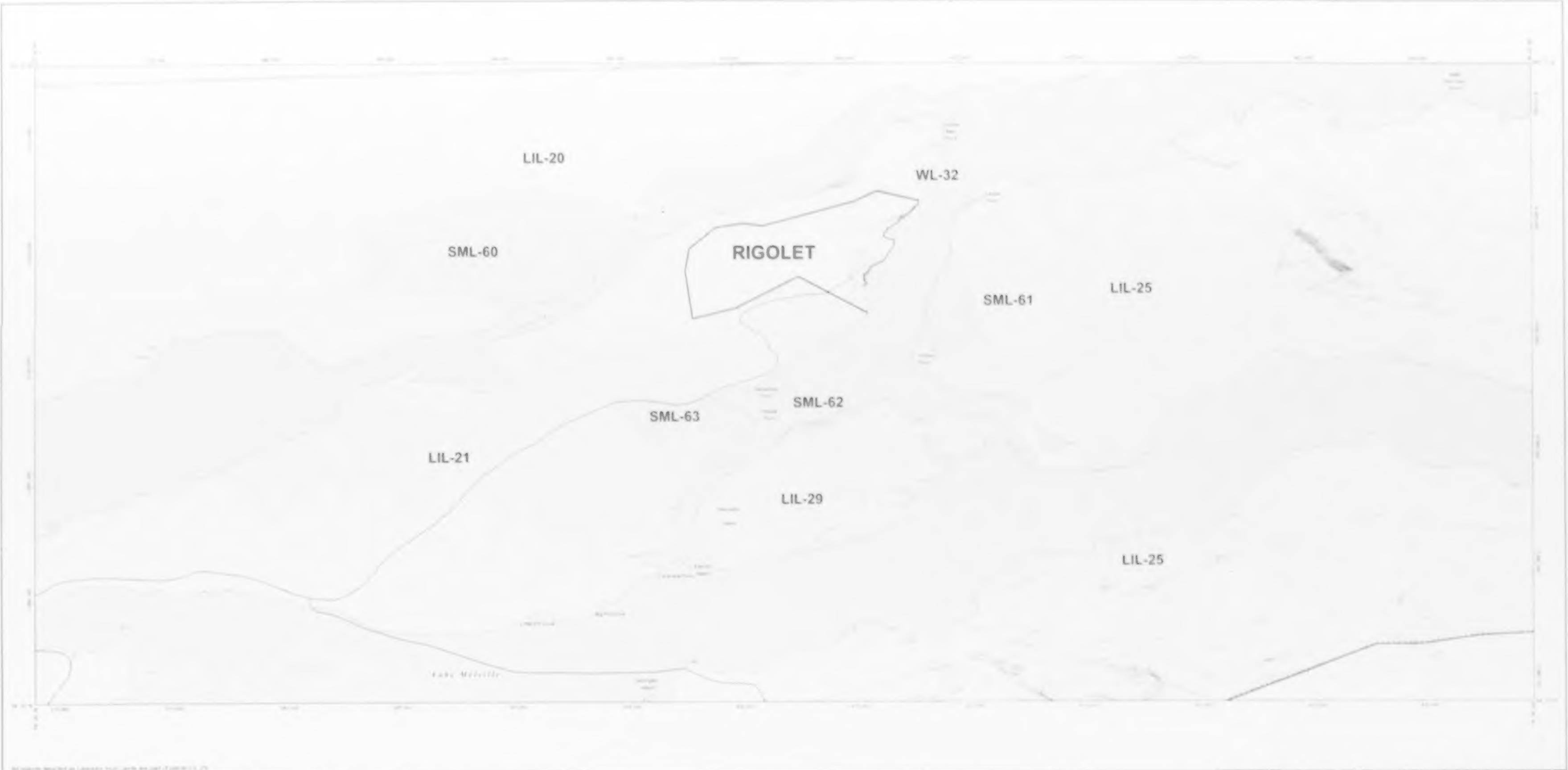
Boundaries approved as depicted on the date of signing of the Labrador Inuit Land Claims Agreement

Canada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Burnt Head - Rigolet

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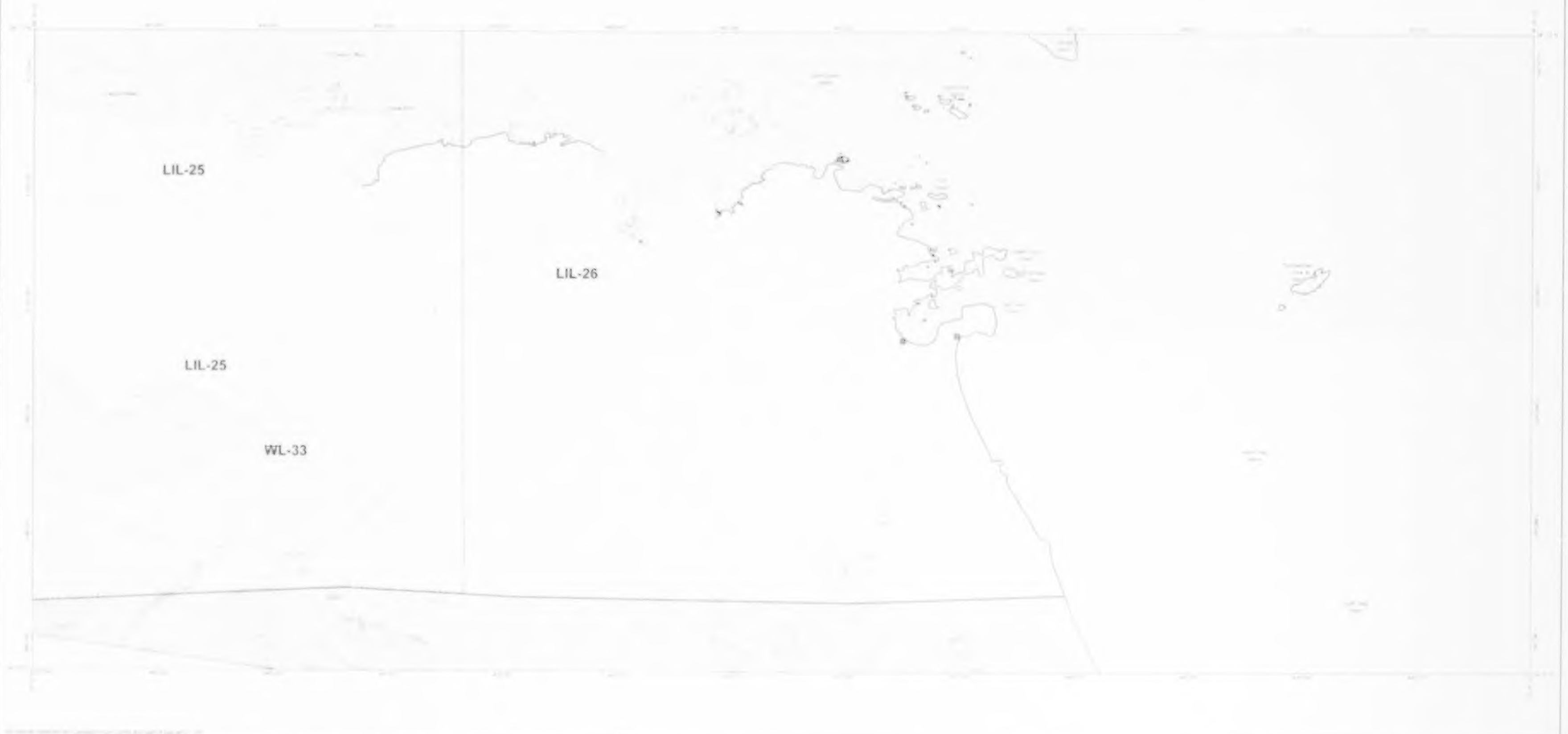
Boundary approved as depicted on the date of signing of the Labrador Inuit Land Claims Agreement

Canada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Map Sheet 107

Tinker Harbour - West Bay

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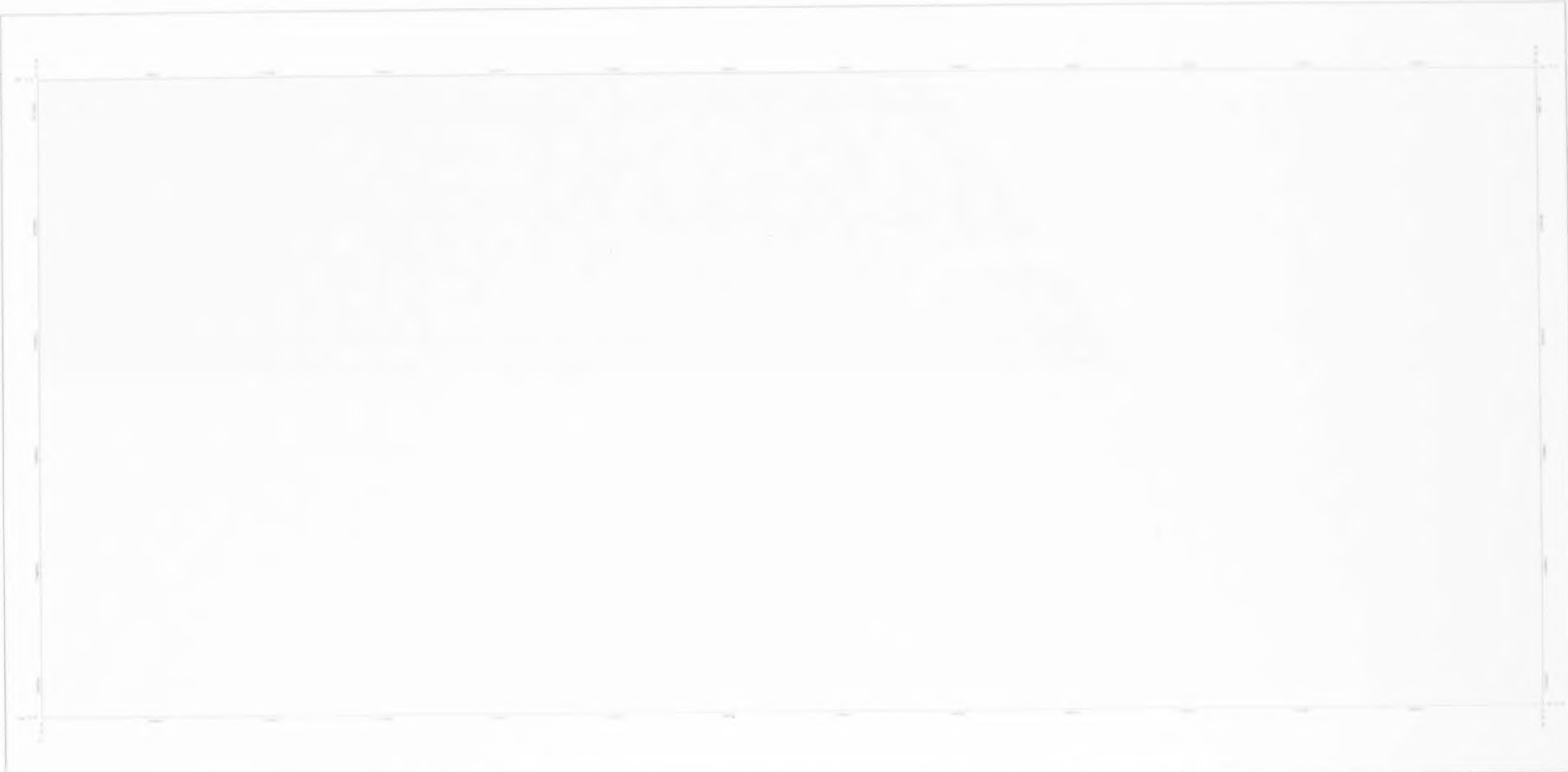

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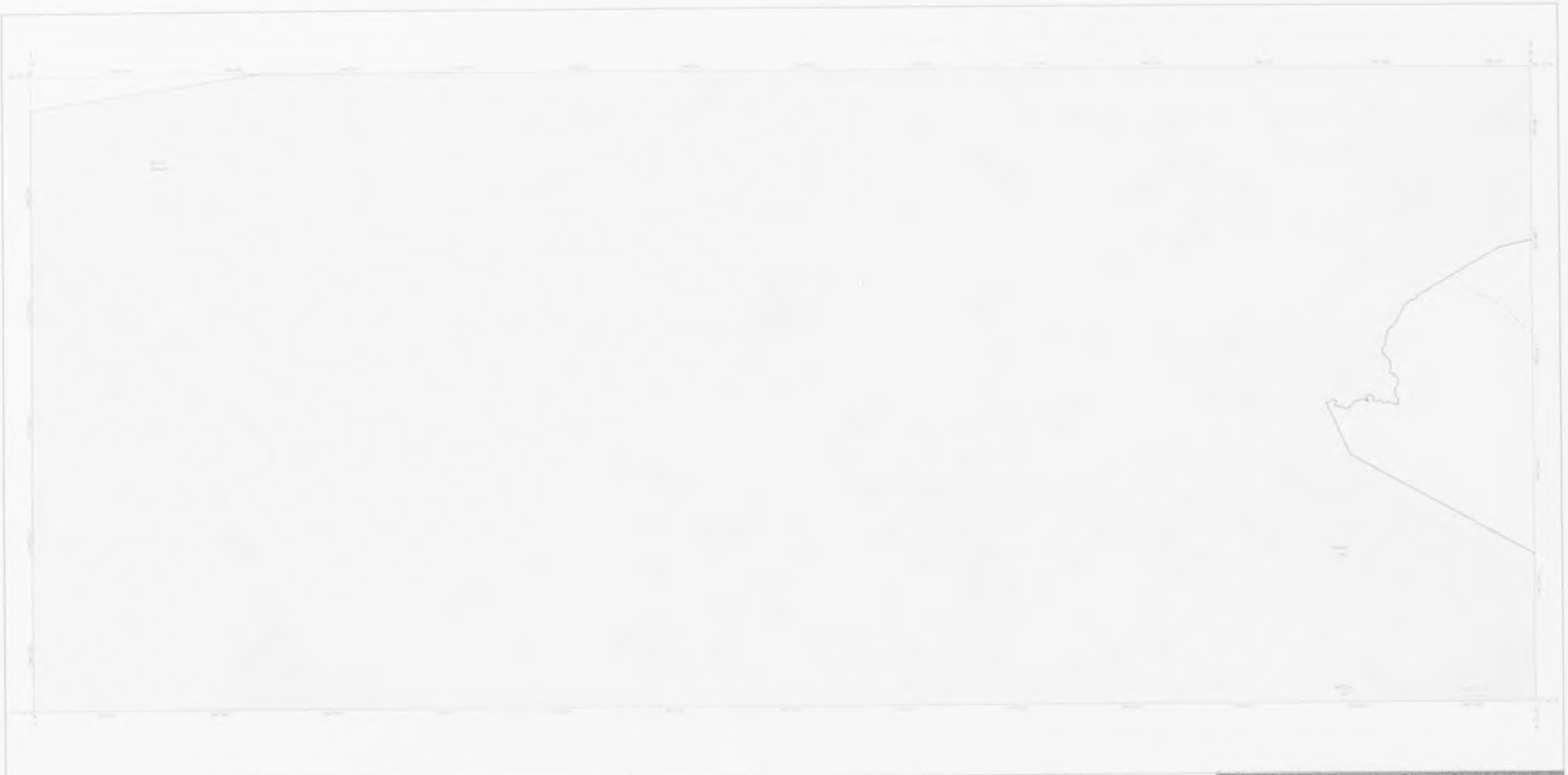

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Mount Elizabeth - Mokami Hill

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Mulligan Bay - Etagaulet Point

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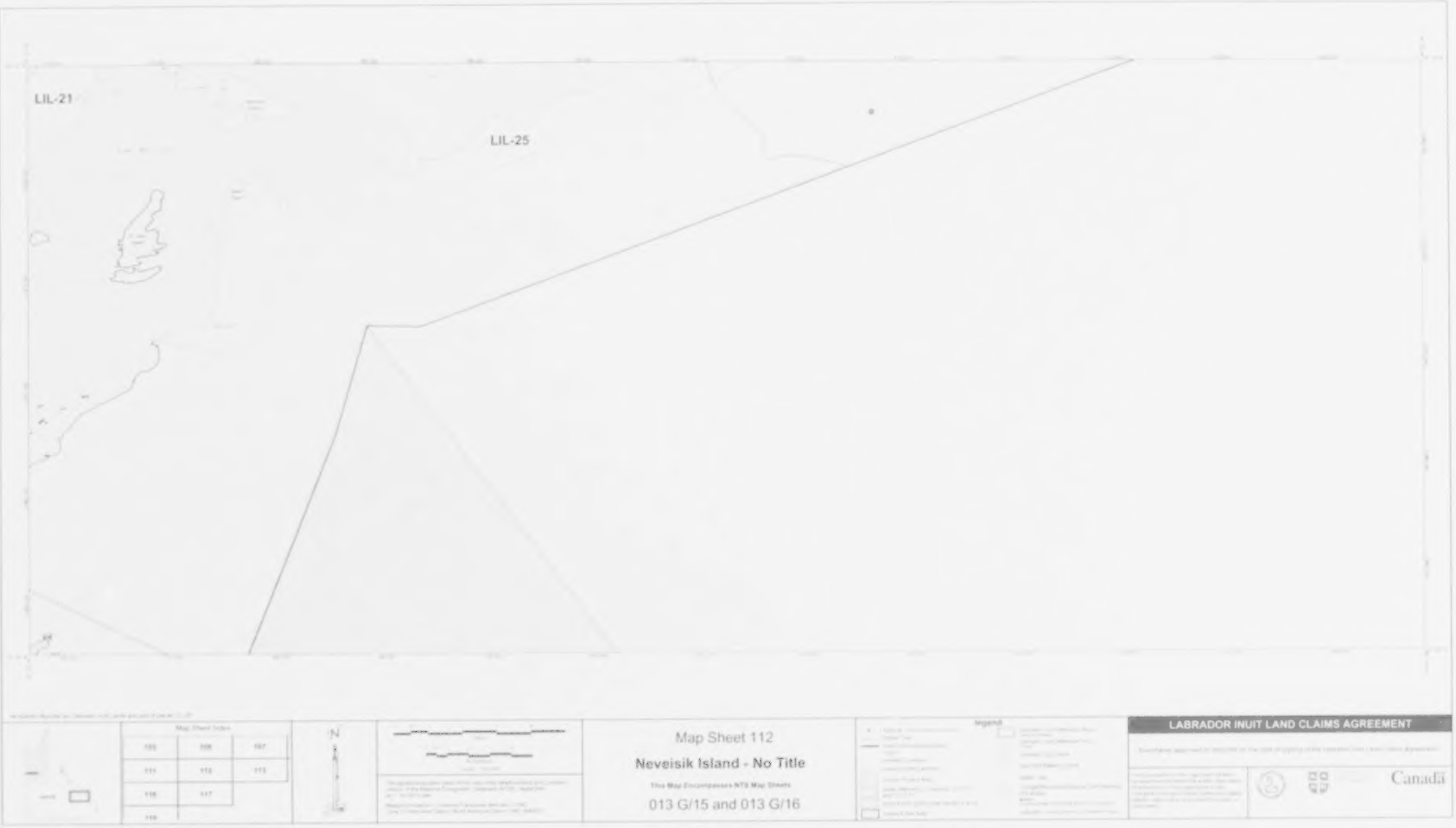
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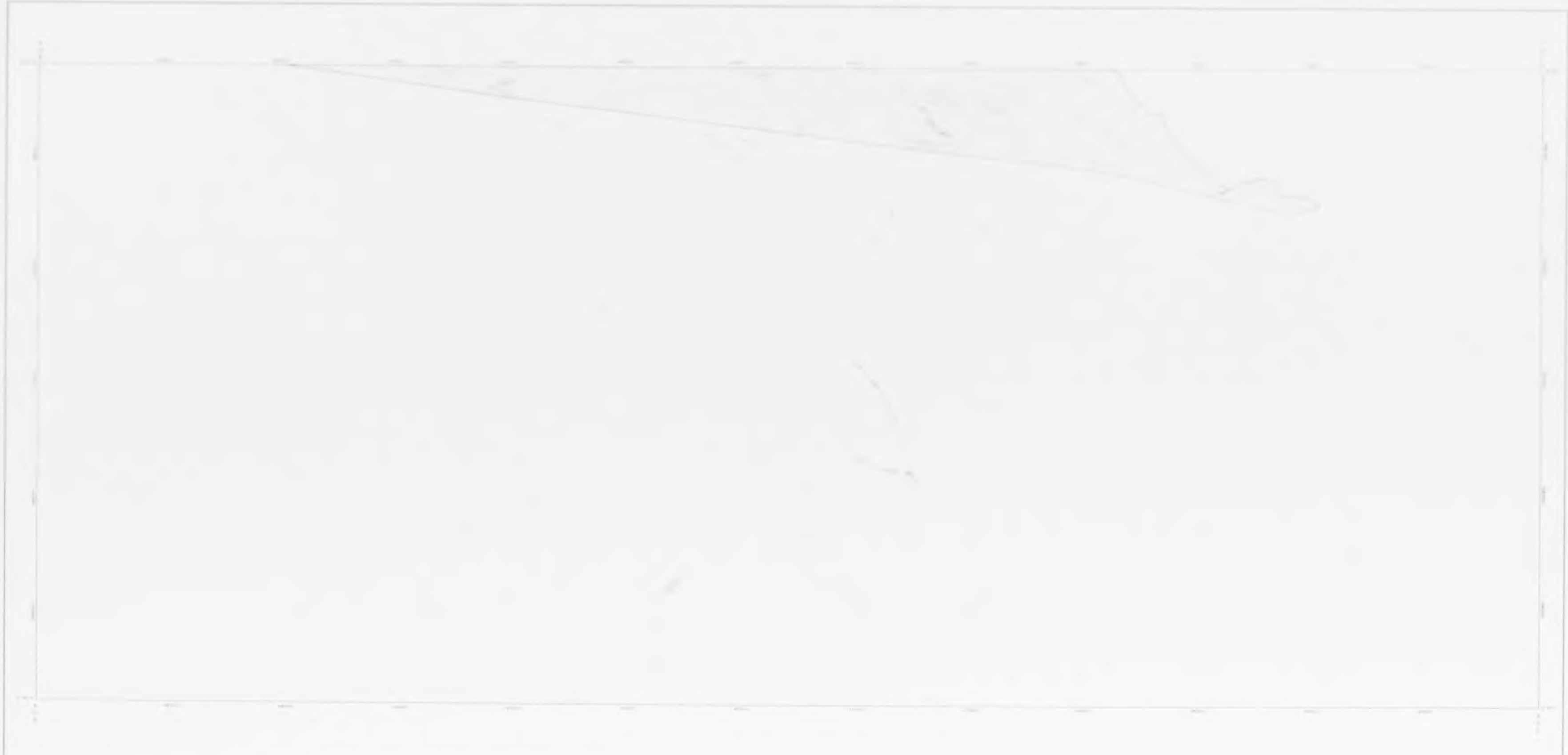

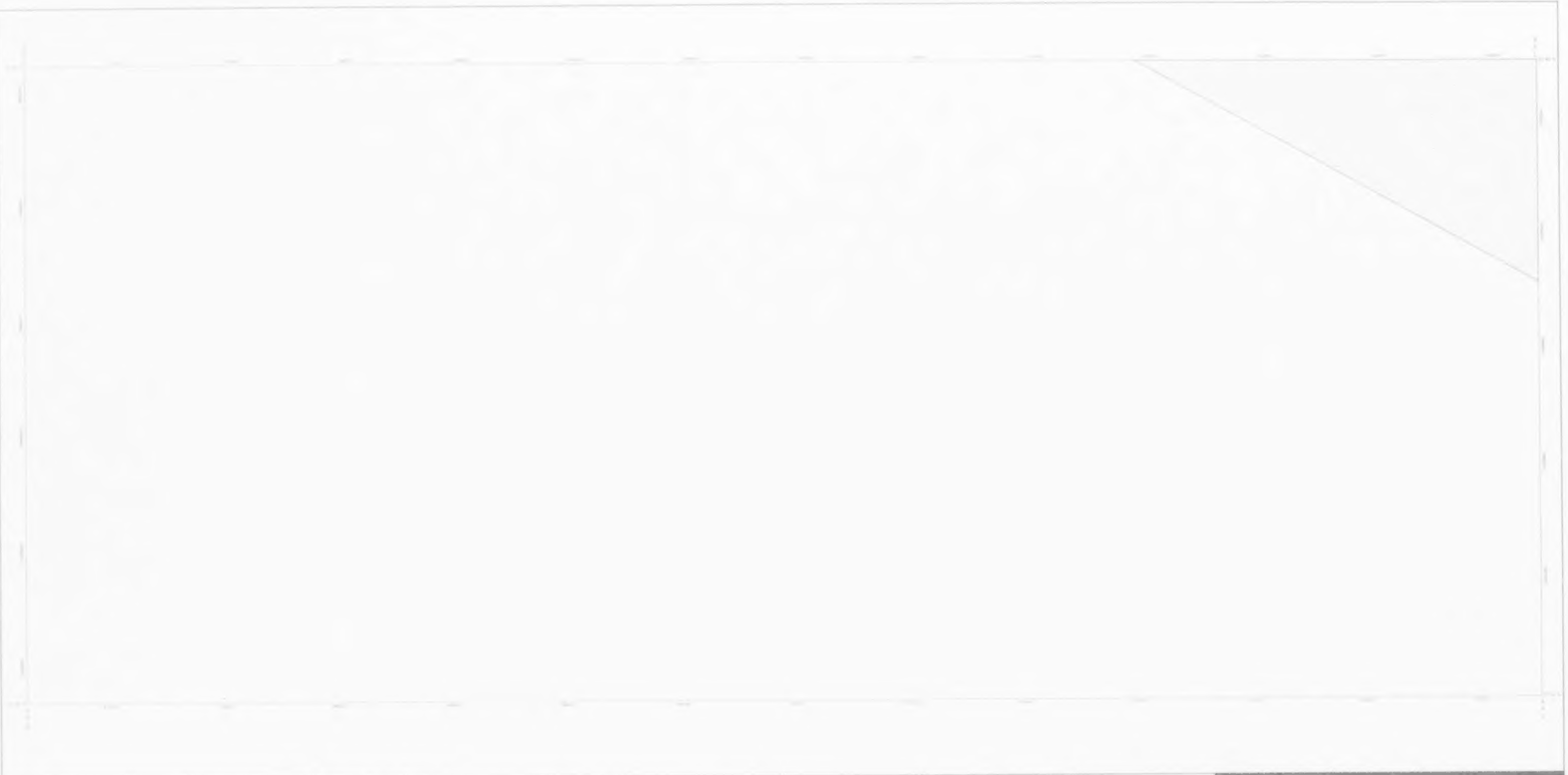

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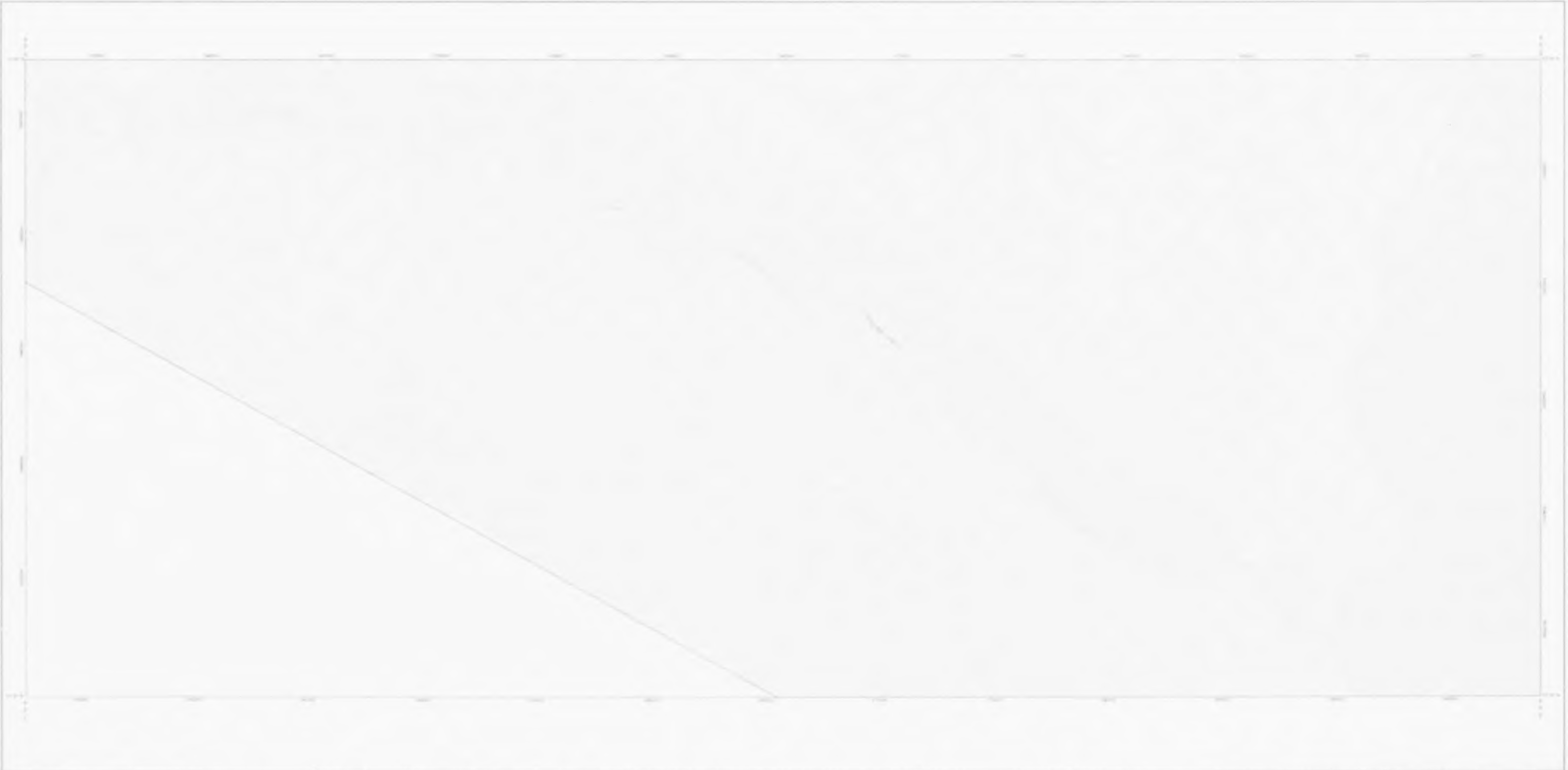

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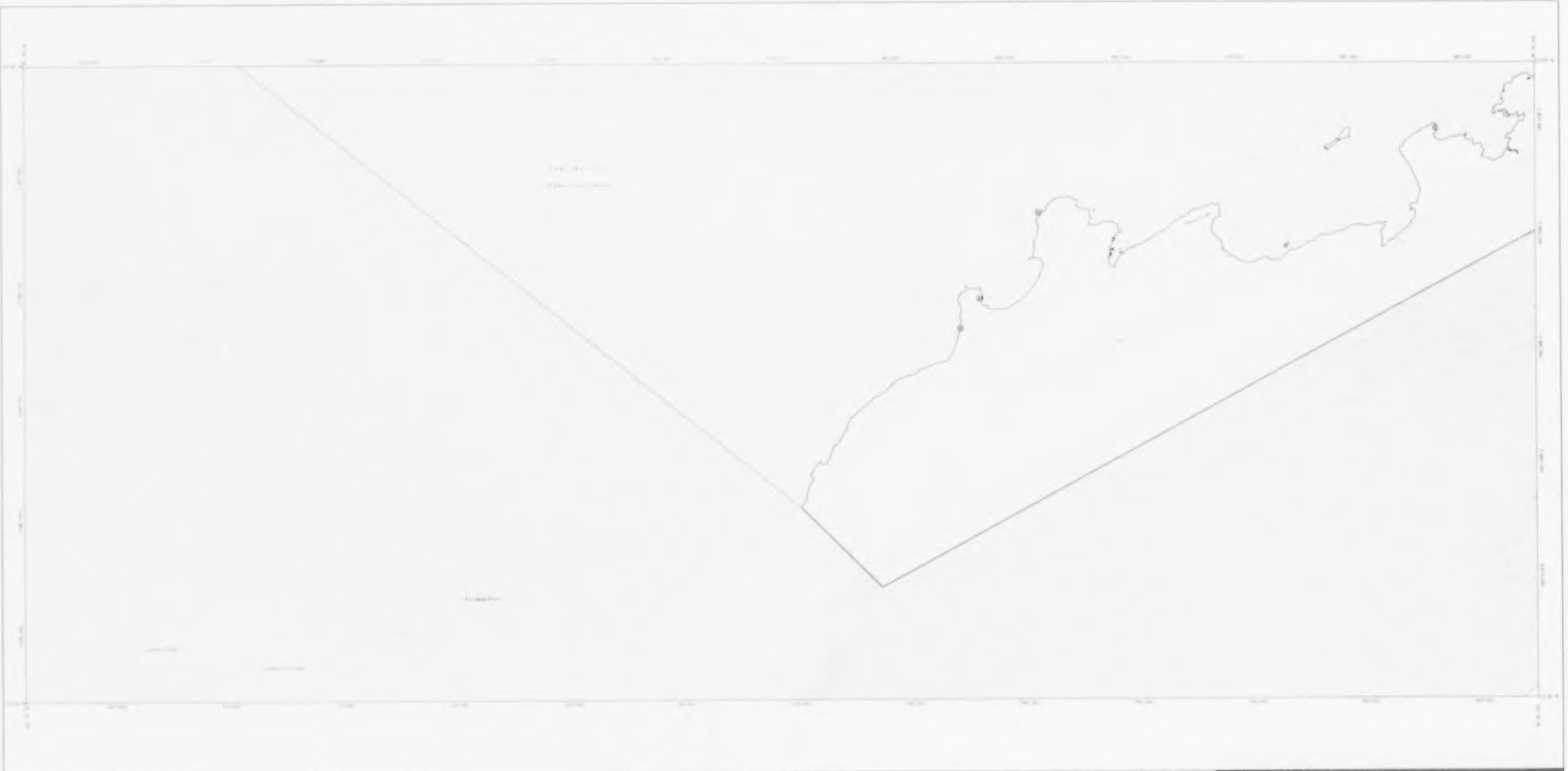

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[illegible]

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Goose River - Goose Bay

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legend

Inuit Community Boundary

Labrador Inuit Lands

Specified Material Lands

Water Line

Torngat Mountains National Park Reserve of Canada

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APPENDIX A-3
Written Descriptions

Part 1
Labrador Inuit Settlement Area

Labrador Inuit Settlement Area comprises that area in Newfoundland and Labrador and Canada that is bounded as follows:

Beginning at the intersection point of the Shoreline of Killiniq Island at Cape Chidley with the Jurisdictional Boundary;

Thence northeasterly in a straight line to the point offshore having Grid Coordinate 60°23’N, 64°24’W;

Thence northerly in a straight line to the point offshore having Grid Coordinate 61°00’N, 64°24’W;

Thence proceeding offshore due east along the parallel of latitude of 61°00’N to the intersection with a line every point of which is at a distance of 12 nautical miles from the nearest point of the baselines described in the *Territorial Sea Geographical Coordinates Order* issued pursuant to the *Oceans Act*;

Thence in a general southerly direction following the line every point of which is at a distance of 12 nautical miles from the nearest point of the baselines described in the *Territorial Sea Geographical Coordinates Order* issued pursuant to the *Oceans Act* to the intersection of that limit with latitude 54°07’54”N;

Thence due west along that parallel of latitude to a point on Fish Cove Point which has a position of 54°07’54”N, 57°21’42”W;

Thence in a general southerly direction following the Shoreline to the intersection point of the Shoreline with the northern Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate 54°1’49”N, 57°18’42”W;

Thence westerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate 54°1’38”N, 57°27’12”W;

Thence westerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate 54°1’41”N, 57°32’41”W;

Thence westerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate 54°1’45”N, 57°40’45”W;

Thence westerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate 54°1’57”N, 57°47’31”W;

Thence westerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate 54°1’33”N, 58°2’6”W;

Thence westerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate 54°1'21"N, 58°4'26"W;

Thence westerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate 54°1'20"N, 58°6'20"W;

Thence southwesterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate 53°58'59"N, 58°17'1"W;

Thence southwesterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate 53°53'17"N, 58°43'7"W;

Thence westerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate 53°53'19"N, 58°45'24"W;

Thence southwesterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate 53°50'32"N, 58°46'48"W;

Thence southwesterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate 53°47'54"N, 58°48'34"W;

Thence southwesterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate 53°44'12"N, 58°51'7"W;

Thence southwesterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate 53°42'22"N, 58°55'35"W;

Thence southwesterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate 53°41'40"N, 58°57'52"W;

Thence southwesterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate 53°40'45"N, 59°0'53"W;

Thence southwesterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate 53°37'42"N, 59°10'24"W;

Thence southwesterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate 53°32'39"N, 59°26'0"W;

Thence northwesterly in a straight line to the intersection point of the Shoreline of Lake Melville (Hamilton Inlet) with the eastern Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate 53°34'32"N, 59°29'12"W;

Thence northwesterly in a straight line to the intersection point of the Shoreline of Lake Melville (Hamilton Inlet) with the western Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate 53°47'20"N, 59°56'28"W;

Thence northwesterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate 53°50'50"N, 60°7'21"W;

Thence northerly in a straight line to the intersection point of the northern Bank of Mulligan River tributary with the eastern Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate 53°52'3"N, 60°8'19"W;

Thence in a general easterly direction following the Bank of said tributary to the intersection point with the western Bank of Mulligan River which is in the vicinity of Map Scale Coordinate 53°52'1"N, 60°05'25"W;

Thence in a general northerly direction following the western Bank of Mulligan River to the point which is closest to Grid Coordinate 53°54'34"N, 60°04'36"W;

Thence northeasterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate 53°55'42"N, 60°1'21"W;

Thence easterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate 53°56'29"N, 59°55'34"W;

Thence northeasterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate 53°57'28"N, 59°52'4"W;

Thence northerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate 54°1'34"N, 59°51'18"W;

Thence northerly in a straight line to the intersection point of the southern Bank of Main River with the northern Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate 54°13'9"N, 59°49'32"W;

Thence in a general northwesterly direction following the southern Bank of said river to the point which is closest to Grid Coordinate 54°14'21"N, 59°54'51"W;

Thence northerly in a straight line to the intersection point of the northern Bank of Main River with the northern Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate 54°14'24"N, 59°54'51"W;

Thence northerly in a straight line to the intersection point of the Bank of an unnamed pond with the northern Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate 54°16'33"N, 59°55'16"W;

Thence northwesterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate 54°18'55"N, 59°57'31"W;

Thence westerly in a straight line to the intersection point of the Bank of an unnamed pond with the northern Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate 54°19'57"N, 60°4'47"W;

Thence northwesterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate 54°24'37"N, 60°24'47"W;

Thence westerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate 54°26'22"N, 60°37'4"W;

Thence westerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate 54°25’33”N, 60°54’56”W;

Thence northwesterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate 54°30’32”N, 61°2’44”W;

Thence northerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate 54°42’48”N, 61°1’19”W;

Thence northwesterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate 54°49’53”N, 61°16’52”W;

Thence northwesterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate 54°51’17”N, 61°23’51”W;

Thence northwesterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate 54°52’11”N, 61°27’48”W;

Thence northerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate 54°52’53”N, 61°27’38”W;

Thence northerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate 54°59’44”N, 61°29’17”W;

Thence northwesterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate 55°1’51”N, 61°31’28”W;

Thence westerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate 55°0’59”N, 61°39’50”W;

Thence westerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate 54°59’38”N, 61°49’11”W;

Thence westerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate 54°58’40”N, 61°55’9”W;

Thence westerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate 54°57’49”N, 61°59’42W;

Thence westerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate 54°54’7”N, 62°13’32”W;

Thence northerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate 54°58’47”N, 62°16’45”W;

Thence easterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate 55°1’11”N, 62°7’32”W;

Thence northeasterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate 55°5’41”N, 61°51’54”W;

Thence northeasterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate 55°7'49"N, 61°49'4"W;

Thence northeasterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate 55°8'32"N, 61°46'51"W;

Thence southeasterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate 55°8'14"N, 61°45'57"W;

Thence southeasterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate 55°7'50"N, 61°44'15"W;

Thence northeasterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate 55°10'9"N, 61°36'49"W;

Thence northerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate 55°12'24"N, 61°38'24"W;

Thence northeasterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate 55°16'11"N, 61°32'2"W;

Thence easterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate 55°17'13"N, 61°26'43"W;

Thence northeasterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate 55°20'35"N, 61°23'3"W;

Thence northeasterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate 55°25'6"N, 61°18'23"W;

Thence northeasterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate 55°28'21"N, 61°15'9"W;

Thence northeasterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate 55°29'29"N, 61°14'2"W;

Thence northeasterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate 55°32'42"N, 61°11'8"W;

Thence northeasterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate 55°35'41"N, 61°8'18"W;

Thence northerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate 55°39'0"N, 61°6'41"W;

Thence northerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate 55°46'26"N, 61°3'13"W;

Thence northeasterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate 55°49'30"N, 60°58'40"W;

Thence northeasterly in a straight line to the intersection point of the Shoreline of Davis Inlet with the eastern Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate 55°50'52"N, 60°53'30"W;

Thence in a general northwesterly direction following the Shoreline to the intersection point of the Shoreline of Nothing Bay with the northern Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate 56°2'37"N, 61°20'50"W;

Thence westerly in a straight line to the intersection point of the Shoreline of Taisiuyak Bay with the northern Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate 56°2'40"N, 61°24'37"W;

Thence in a general westerly direction following the Shoreline to the intersection point of the Shoreline of Tasiuyak Bay with the northern Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate 56°2'55"N, 61°27'7"W;

Thence westerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate 56°2'49"N, 61°30'15"W;

Thence westerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate 56°3'4"N, 61°42'53"W;

Thence westerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate 56°2'12"N, 62°16'57"W;

Thence westerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate 56°0'27"N, 63°1'16"W;

Thence westerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate 56°2'19"N, 63°12'59"W;

Thence northwesterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate 56°6'10"N, 63°20'7"W;

Thence northwesterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate 56°7'9"N, 63°21'47"W;

Thence westerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate 56°7'38"N, 63°34'26"W;

Thence westerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate 56°8'12"N, 63°44'14"W;

Thence northwesterly in a straight line projected through a point having Grid Coordinate 56°10'16"N, 63°47'11"W to the intersection point with the Jurisdictional Boundary;

Thence in a general northerly direction following said boundary to the intersection with the southern Shoreline of McLelan Strait;

Thence northeasterly in a straight line to the intersection point of the Jurisdictional Boundary with the northern Shoreline of McLelan Strait on Killiniq Island;

Thence in a general northerly direction following said Jurisdictional Boundary to the point of commencement.

Containing an area of 72,520 square kilometres (28,000 square miles) more or less of lands and Waters, and approximately 48,690 square kilometres (18,800 square miles) of adjacent Tidal Waters as shown on map sheet numbers 1-65, 68, 69, 71, 73, 75-103, 105-108, 110-113, 116 and 117 as illustrated in appendix A-2.

Unless otherwise specified all values are scaled based on the digital National Topographic Series of maps (1:50,000) and being referenced to Latitude and Longitude of the North American Datum 1983 (NAD83).

Reserving, nevertheless, out of the above described area the Voisey's Bay Area, being more particularly described in appendix C-2.

Also, reserving out of the above described area, all land located above the Shoreline of each island or partial island within the area that is bounded as follows:

Beginning at the point on the Shoreline south of Davis Inlet which is closest to the Map Scale Coordinate 55°50'52"N, 60°45'35"W;

Thence in a general northwesterly direction following the Shoreline to the point on the Shoreline which is closest to the Map Scale Coordinate 56°2'56"N, 61°15'33"W;

Thence easterly in a straight line to the point on the western Shoreline of Tunungayualok Island which is closest to Grid Coordinate 56°3'15"N, 61°12'36"W;

Thence northwesterly in a straight line to the intersection point of the northeastern Shoreline of Tunungayualok Island with the western Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate 56°6'16"N, 61°1'44"W;

Thence northerly in a straight line to the point offshore having Grid Coordinate 56°6'20"N, 61°1'46"W;

Thence northwesterly in a straight line to the point offshore having Grid Coordinate 56°6'22"N, 61°1'49"W;

Thence northerly in a straight line to the point offshore having Grid Coordinate 56°6'28"N, 61°1'52"W;

Thence northerly in a straight line to the point offshore having Grid Coordinate 56°6'41"N, 61°2'4"W;

Thence northeasterly in a straight line to the point offshore having Grid Coordinate 56°7'11"N, 61°1'47"W;

Thence northeasterly in a straight line to the point offshore having Grid Coordinate 56°17'12"N, 60°20'59"W;

Thence southerly in a straight line to the point offshore having Grid Coordinate 55°54'18"N, 60°20'59"W;

Thence westerly in a straight line to the point of commencement.

APPENDIX A-3
Written Descriptions

Part 2
Labrador Inuit Lands

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Parcel LIL-29 (Islands) Flowers Bay to Lake Melville 233

PARCEL LIL-01
Miriam Lake

Labrador Inuit Lands parcel LIL-01 comprises that parcel of land in Newfoundland and Labrador that is bounded as follows:

Beginning at the intersection point of the ordinary low water mark of the sea at Iron Strand with the western Bank of an unnamed stream being 40 metres more or less from capped iron bar NP 15;

Thence in a general southwesterly direction following the Bank of said stream to capped iron bar NP 15 having Grid Coordinate N6,601,963.311 E454,989.577;

Thence in a general southwesterly direction following the Bank of said stream to capped iron bar NP 16 having Grid Coordinate N6,601,395.545 E454,713.529;

Thence north 62 degrees 47 minutes and 46 seconds west for a distance of 1549.573 metres to capped iron bar NP 18 being the intersection point of the western Bank of an unnamed stream with the eastern Bank of another unnamed stream having Grid Coordinate N6,602,103.944 E453,335.360;

Thence north 58 degrees 07 minutes and 05 seconds west for a distance of 1143.918 metres to capped iron bar NP 19 having Grid Coordinate N6,602,708.128 E452,364.016;

Thence north 58 degrees 07 minutes 05 seconds west for a distance of 1144.303 metres to capped iron bar NP 20 having Grid Coordinate N6,603,312.517 E451,392.345;

Thence north 52 degrees 49 minutes 00 seconds west for a distance of 1186.645 metres to capped iron bar NP 21 being the point on the southern Bank of Helga River having Grid Coordinate N6,604,029.685 E450,446.938;

Thence north 18 degrees 30 minutes 31 seconds west for a distance of 49.595 metres to capped iron bar NP 22 being the point on the northern Bank of said river having Grid Coordinate N6,604,076.715 E450,431.194;

Thence north 50 degrees 36 minutes 39 seconds west for a distance of 51.194 metres to capped iron bar NP 23 being approximately 50 metres from the Bank of Miriam Lake having Grid Coordinate N6,604,109.202 E450,391.628;

Thence in a general northerly direction following a natural boundary that runs parallel to and 50 metres from the Bank of Miriam Lake to capped iron bar NP 24 having Grid Coordinate N6,605,398.197 E449,592.386;

Thence north 32 degrees 14 minutes 46 seconds west for a distance of 942.375 metres to capped iron bar NP 25 having Grid Coordinate N6,606,195.226 E449,089.575;

Thence north 32 degrees 14 minutes 46 seconds west for a distance of 1000.021 metres to capped iron bar NP 26 having Grid Coordinate N6,607,041.007 E448,556.007;

Thence north 49 degrees 42 minutes 56 seconds east for a distance of 2002.622 metres to capped iron bar NP 27 having Grid Coordinate N6,608,335.869 E450,083.694;

Thence north 87 degrees 59 minutes 30 seconds east for distance of 406.397 metres to capped iron bar NP 28 having Grid Coordinate N6,608,350.111 E450,489.841;

Thence continuing on a bearing of north 87 degrees 59 minutes 30 seconds east a distance of 40 metres more or less to the ordinary low water mark of the sea;

Thence in a general southeasterly direction following the ordinary low water mark of the sea to the point of commencement;

Containing an area of approximately 8.78 square kilometres (3.39 square miles) and shown on map sheet number 10 as illustrated in appendix A-2.

All values based on "Plan and Field Notes of Survey of Portions of Boundaries of Torngat Mountains National Park Reserve"[1] dated the 10th day of September, 2004 and derived from Global Positioning System (GPS) Observations being referred to the North American Datum (NAD83) CSRS and to the meridian of sixty-three(63) west longitude, zone twenty(20) of the Universal Transverse Mercator Projection.

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[1] A copy of the "Plan and Field Notes of Survey of Portions of Boundaries of Torngat Mountains National Park Reserve" dated the 10th day of September, 2004, is recorded in the Crown Lands Registry at St. John's, Newfoundland and Labrador.

PARCEL LIL-02
Saglek Fiord

Labrador Inuit Lands parcel LIL-02 comprises that parcel of land in Newfoundland and Labrador that is bounded as follows:

Beginning at the point being a boundary corner of the Torngat Mountains National Park Reserve of Canada[2] having Grid Coordinate N6,481,880.536 E479,525.918;

Thence northeasterly following said boundary to the intersection point with the Shoreline of Southwest Arm-Saglek Fiord which is in the vicinity of Map Scale Coordinate N6,481,901 E479,546;

Thence in a general southeasterly direction following the Shoreline of Southwest Arm, Saglek Fiord, Ugjuktok Fiord and Pangertok Inlet to the intersection point of the Shoreline of Pangertok Inlet which is in the vicinity of Map Scale Coordinate N6,470,431 E491,087 with a line projected due north from the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,465,175 E491,087;

Thence due south to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,465,175 E491,087;

Thence westerly in a straight line to the intersection point of the Bank of an unnamed pond with the western Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,465,000 E489,200;

Thence northerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,466,498 E488,853;

Thence northerly in a straight line to the intersection point of the northwestern Bank of an unnamed stream with the northern Bank of a side channel which is in the vicinity of Map Scale Coordinate N6,468,931 E489,449;

Thence northwesterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,470,085 E488,803;

Thence northerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,472,174 E489,056;

Thence northeasterly in a straight line to the intersection point of the Bank of an unnamed pond with the northern Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,476,069 E492,864;

Thence northerly in a straight line to the point being west of Pangertok Inlet and south of Saglek Fiord having Grid Coordinate N6,480,178 E493,308;

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[2] A copy of the Torngat Mountains National Park Reserve of Canada plan is recorded in the Crown Lands Registry at St. John's, Newfoundland and Labrador.

Thence westerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,480,991 E490,180;

Thence westerly in a straight line to the intersection point of the Bank of an unnamed pond with the southern Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,479,062 E483,901;

Thence southwesterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,475,804 E482,114;

Thence southwesterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,465,044 E471,160;

Thence southwesterly in a straight line to the intersection point of the eastern Bank of an unnamed stream with the northern Bank of another unnamed stream which is in the vicinity of Map Scale Coordinate N6,460,323 E464,897;

Thence northwesterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,461,037 E463,144;

Thence northerly in a straight line to the intersection point of the southwestern Bank of an unnamed stream with the southern Bank of another unnamed stream which is in the vicinity of Map Scale Coordinate N6,463,354 E463,942;

Thence northeasterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,468,769 E468,353;

Thence northeasterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,472,532 E474,258;

Thence northeasterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,474,656 E475,476;

Thence northeasterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,479,079 E478,732;

Thence northerly in a straight line to the point of commencement;

Containing an area of approximately 79.16 square kilometres (30.56 square miles) and shown on map sheet number 24 as illustrated in appendix A-2.

Unless otherwise specified all values are scaled based on the digital National Topographic Series of maps (1:50,000) and being referenced to grid north of the North American Datum 1983 (NAD83) and to the meridian of sixty-three degrees (63°) west longitude, zone twenty (20), of the Universal Transverse Mercator Projection.

PARCEL LIL-03
Saglek Bay

Labrador Inuit Lands parcel LIL-03 comprises that parcel of land in Newfoundland and Labrador that is bounded as follows:

Beginning at the intersection point of the Shoreline of Saglek Fiord which is in the vicinity of Map Scale Coordinate N6,478,860 E496,553 with a line projected due north from the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,477,983 E496,553;

Thence in a general southeasterly direction following the Shoreline of Saglek Fiord and Kiyuktok Cove to the point that is either on the Shoreline of Kiyuktok Cove or the western Bank of Kiyuktok Brook which is closest to Grid Coordinate N6,475,810 E500,386;

Thence easterly in a straight line to the point that is either on the eastern Bank of Kiyuktok Brook or on the Shoreline of Kiyuktok Cove which is closest to Grid Coordinate N6,475,832 E500,433;

Thence in a general easterly direction following the Shoreline of Kiyuktok Cove, Torr Bay, St. John's Harbour and Saglek Anchorage to the intersection point with the western Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,482,775 E516,474;

Thence westerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,482,474 E515,147;

Thence northwesterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,482,997 E514,719;

Thence southwesterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,482,111 E513,797;

Thence southerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,480,569 E513,220;

Thence southerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,478,685 E513,016;

Thence westerly in a straight line to the intersection point of the Bank of an unnamed pond with the eastern Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,478,655 E511,011;

Thence northerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,482,425 E511,599;

Thence northerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,483,938 E511,341;

Thence southerly in a straight line to the intersection point of the Bank of an unnamed pond with the northern Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,480,022 E510,594;

Thence northwesterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,481,605 E508,813;

Thence southwesterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,479,994 E505,688;

Thence westerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,479,864 E504,268;

Thence southwesterly in a straight line to the intersection point of the eastern Bank of an unnamed stream with the western Bank of another unnamed stream which is in the vicinity of Map Scale Coordinate N6,474,768 E499,734;

Thence westerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,474,809 E498,956;

Thence northerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,478,621 E497,959;

Thence southwesterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,477,983 E496,553;

Thence due north to the point of commencement;

Containing an area of approximately 23.70 square kilometres (9.15 square miles) and shown on map sheet numbers 22, 24 and 25 as illustrated in appendix A-2.

Unless otherwise specified all values are scaled based on the digital National Topographic Series of maps (1:50,000) and being referenced to grid north of the North American Datum 1983 (NAD83) and to the meridian of sixty-three degrees (63°) west longitude, zone twenty (20), of the Universal Transverse Mercator Projection.

PARCEL LIL-04
Hebron Fiord

Labrador Inuit Lands parcel LIL-04 comprises that parcel of land in Newfoundland and Labrador that is bounded as follows:

Beginning at the intersection point of the Shoreline of Iterungnek Fiord with the southern Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,460,754 E518,255;

Thence in a general westerly direction following the Shoreline to the point that is either on the Shoreline of Iterungnek Fiord or the northern Bank of an unnamed river which is closest to Grid Coordinate N6,460,421 E516,861;

Thence southerly in a straight line to the point that is either on the southern Bank of said river or on the Shoreline which is closest to Grid CoordinateN6,460,388 E516,851;

Thence in a general southerly direction following the Shoreline of Iterungnek Fiord, Jerusalem Harbour, Hebron Harbour and Hebron Fiord to the point that is either on the Shoreline of Freytag Inlet or the northern Bank of Ikarut River which is closest to Grid Coordinate N6,446,087 E496,741;

Thence southwesterly in a straight line to the point that is either on the southern Bank of said river or on the Shoreline which is closest to Grid Coordinate N6,446,005 E496,690;

Thence in a general southwesterly direction following the Shoreline of Freytag Inlet and Hebron Fiord to the point that is either on the Shoreline of Hebron Fiord or the northern Bank of an unnamed river which is closest to Grid Coordinate N6,434,888 E486,828;

Thence southerly in a straight line to the point that is either on the southern Bank of said river or on the Shoreline which is closest to Grid Coordinate N6,434,696 E486,851;

Thence in a general southwesterly direction following the Shoreline to the point that is either on the Shoreline or the northern Bank of an unnamed river which is closest to Grid Coordinate N6,426,239 E478,589;

Thence southerly in a straight line to the point that is either on the southern Bank of said river or on the Shoreline which is closest to Grid Coordinate N6,426,121 E478,584;

Thence in a general southerly direction following the Shoreline to the point that is either on the Shoreline or the northern Bank of an unnamed river which is closest to Grid Coordinate N6,425,666 E478,678;

Thence southerly in a straight line to the point that is either on the southern Bank of said river or on the Shoreline which is closest to Grid Coordinate N6,425,604 E478,710;

Thence in a general northeasterly direction following the Shoreline to the point that is either on the Shoreline or the western Bank of an unnamed river which is closest to Grid Coordinate N6,436,754 E497,653;

Thence southeasterly in a straight line to the point that is either on the eastern Bank of said river or on the Shoreline which is closest to Grid Coordinate N6,436,722 E497,719;

Thence in a general northeasterly direction following the Shoreline of Hebron Fiord and Winnie Bay to the intersection point of the Shoreline with the eastern Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,443,421 E512,760;

Thence southerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,442,453 E512,564;

Thence southwesterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,440,844 E511,399;

Thence westerly in a straight line to the intersection point of the Bank of an unnamed pond with the eastern Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,439,796 E508,012;

Thence northerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,441,549 E507,480;

Thence northeasterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,443,319 E509,226;

Thence westerly in a straight line to the point having Grid Coordinate N6,441,480 E502,656;

Thence southwesterly in a straight line to the intersection point of the northern Bank of an unnamed stream with the eastern Bank of another unnamed stream which is in the vicinity of Map Scale Coordinate N6,436,402 E499,910;

Thence westerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,436,087 E496,650;

Thence southwesterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,435,253 E494,960;

Thence southerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,433,551 E494,793;

Thence southerly in a straight line to the intersection point of the eastern Bank of an unnamed stream with the northern Bank of another unnamed stream which is in the vicinity of Map Scale Coordinate N6,427,812 E492,730;

Thence westerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,427,376 E485,174;

Thence southwesterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,424,153 E478,355;

Thence northerly in a straight line to the intersection point of the northern Bank of an unnamed stream with the western Bank of another unnamed stream which is in the vicinity of Map Scale Coordinate N6,425,613 E478,215;

Thence westerly in a straight line to the intersection point of the western Bank of an unnamed river with the eastern Bank of a side channel which is in the vicinity of Map Scale Coordinate N6,424,884 E472,938;

Thence northerly in a straight line to the intersection point of the northern Bank of an unnamed river with the eastern Bank of a tributary which is in the vicinity of Map Scale Coordinate N6,425,279 E472,731;

Thence northeasterly in a straight line to the intersection point of the eastern Bank of an unnamed stream with the western Bank of another unnamed stream which is in the vicinity of Map Scale Coordinate N6,425,847 E473,198;

Thence easterly in a straight line to the intersection point of the Bank of an unnamed pond with the southwestern Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,427,624 E478,045;

Thence northeasterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,431,079 E485,420;

Thence easterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,430,499 E487,694;

Thence easterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,430,636 E489,460;

Thence northerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,432,225 E490,052;

Thence northwesterly in a straight line to the point having Grid Coordinate N6,434,787 E485,814;

Thence westerly in a straight line to the point having Grid Coordinate N6,436,149 E479,467;

Thence northerly in a straight line to the point having Grid Coordinate N6,436,953 E479,505;

Thence easterly in a straight line to the intersection point of the Bank of an unnamed pond with the northern Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,436,901 E482,608;

Thence easterly in a straight line to the point having Grid Coordinate N6,435,641 E486,542;

Thence northeasterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,437,740 E488,144;

Thence northeasterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,440,161 E493,304;

Thence easterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,440,297 E495,653;

Thence northerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,442,737 E496,574;

Thence northerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,443,794 E496,190;

Thence northerly in a straight line to the intersection point of the northern Bank of a tributary of Ikarut River with the eastern Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,446,449 E495,895;

Thence easterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,446,896, E502,419;

Thence northeasterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,449,462 E503,818;

Thence northwesterly in a straight line to the intersection point of the western Bank of an unnamed stream with the eastern Bank of another unnamed stream which is in the vicinity of Map Scale Coordinate N6,450,170 E502,201;

Thence northwesterly in a straight line to the intersection point of the southwestern Bank of an unnamed stream with the northwestern Bank of another unnamed stream which is in the vicinity of Map Scale Coordinate N6,450,941 E501,709;

Thence northeasterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,453,545 E505,946;

Thence northerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,454,865 E506,259;

Thence northerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,455,829 E506,713;

Thence northerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,456,854 E507,011;

Thence northerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,457,899 E506,803;

Thence easterly in a straight line to the intersection point of the western Bank of an unnamed stream with the eastern Bank of another unnamed stream which is in the vicinity of Map Scale Coordinate N6,458,738 E509,263;

Thence easterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,458,897 E511,284;

Thence easterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,458,427 E516,369;

Thence easterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,458,453 E517,100;

Thence northerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,459,028 E516,982;

Thence northerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,459,547 E516,773;

Thence northwesterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,459,788 E516,363;

Thence northerly in a straight line to the intersection point of the Bank of an unnamed pond with the eastern Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,461,373 E516,805;

Thence easterly in a straight line to the intersection point of the Bank of an unnamed pond with the western Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,461,325 E517,332;

Thence in a general southeasterly direction following the western Bank of said stream to the point of commencement;

Containing an area of approximately 264.10 square kilometres (101.94 square miles) and shown on map sheet numbers 25, 28, 29 and 32 as illustrated in appendix A-2.

Unless otherwise specified all values are scaled based on the digital National Topographic Series of maps (1:50,000) and being referenced to grid north of the North American Datum 1983 (NAD83) and to the meridian of sixty-three degrees (63°) west longitude, zone twenty (20), of the Universal Transverse Mercator Projection.

Reserving, nevertheless, out of the above described parcel:
Licence No. 115556 issued to Inland Fish and Wildlife Division; and
Transfer No. 61025 issued to Culture, Recreation and Youth,
as recorded in the Crown Lands registry at St. John's, Newfoundland and Labrador.

PARCEL LIL-05
Harp Peninsula (Hebron Fiord)

Labrador Inuit Lands parcel LIL-05 comprises that parcel of land in Newfoundland and Labrador that is bounded as follows:

Beginning at the intersection point of the Shoreline of Hebron Fiord with the southeastern Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,444,331 E523,057;

Thence in a general southeasterly direction following the Shoreline of Hebron Fiord. Kangerdluarsuksoak Inlet and Takkatat Inlet to the point that is either on the Shoreline of Takkatat Inlet or the western Bank of an unnamed river which is closest to Grid Coordinate N6,438,272 E529,127;

Thence northeasterly in a straight line to the point that is either on the eastern Bank of said river or on the Shoreline which is closest to Grid Coordinate N6,438,298 E529,171;

Thence in a general northeasterly direction following the Shoreline to the intersection point which is in the vicinity of Map Scale Coordinate N6,440,520 E532,210 with a line projected due north from the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,439,515 E532,210;

Thence due south to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,439,515 E532,210;

Thence westerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,440,237 E530,030;

Thence southerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,439,453 E529,980;

Thence southerly in a straight line to the intersection point of the eastern Bank of an unnamed stream with the southern Bank of another unnamed stream which is in the vicinity of Map Scale Coordinate N6,438,219 E529,636;

Thence in a general southerly direction following the eastern Bank of said stream to the intersection point with the Shoreline of Takkatat Inlet which is in the vicinity of Map Scale Coordinate N6,438,002 E529,549;

Thence westerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,437,674 E528,096;

Thence northwesterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,440,795 E526,658;

Thence westerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,440,553 E525,020;

Thence northwesterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,442,489 E523,489;

Thence northeasterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,445,394 E524,666;

Thence northwesterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,445,676 E524,370;

Thence southwesterly in a straight line to the intersection point of the northwestern Bank of an unnamed stream with the southern Bank of another unnamed stream which is in the vicinity of Map Scale Coordinate N6,443,583 E523,394;

Thence northwesterly in a straight line to the intersection point of the Bank of an unnamed pond with the eastern Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,444,015 E522,383;

Thence in a general northeasterly direction following the eastern Bank of said stream to the point of commencement;

Containing an area of approximately 43.21 square kilometres (16.68 square miles) and shown on map sheet number 29 as illustrated in appendix A-2.

Unless otherwise specified all values are scaled based on the digital National Topographic Series of maps (1:50,000) and being referenced to grid north of the North American Datum 1983 (NAD83) and to the meridian of sixty-three degrees (63°) west longitude, zone twenty (20), of the Universal Transverse Mercator Projection.

PARCEL LIL-06
Napaktok Bay to Okak Bay

Labrador Inuit Lands parcel LIL-06 comprises that parcel of land in Newfoundland and Labrador that is bounded as follows:

Beginning at the intersection point of the Shoreline of Napaktok Bay which is in the vicinity of Map Scale Coordinate N6,432,001 E540,106 with a line projected due east from the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,432,001 E539,733;

Thence in a general southwesterly direction following the Shoreline to the point that is either on the Shoreline or the northern Bank of an unnamed river which is closest to Grid Coordinate N6,423,681 E519,266;

Thence southerly in a straight line including in entirety any island that said line proceeds through to the point that is either on the southern Bank of said river or on the Shoreline which is closest to Grid Coordinate N6,423,615 E519,256;

Thence in a general southerly direction following the Shoreline to the point that is either on the Shoreline or the western Bank of an unnamed river which is closest to Grid Coordinate N6,420,698 E519,577;

Thence easterly in a straight line including in entirety any island that said line proceeds through to the point that is either on the eastern Bank of said river or on the Shoreline which is closest to Grid Coordinate N6,420,728 E520,094;

Thence in a general northeasterly direction following the Shoreline to the point that is either on the Shoreline or the western Bank of an unnamed river which is closest to Grid Coordinate N6,422,008 E521,676;

Thence easterly in a straight line to the point that is either on the eastern Bank of said river or on the Shoreline which is closest to Grid Coordinate N6,422,021 E521,709;

Thence in a general northeasterly direction following the Shoreline to the point that is either on the Shoreline or the western Bank of an unnamed river which is closest to Grid Coordinate N6,422,670 E523,331;

Thence easterly in a straight line to the point that is either on the eastern Bank of said river or on the Shoreline which is closest to Grid Coordinate N6,422,692 E523,373;

Thence in a general easterly direction following the Shoreline of Napaktok Bay Pistolet Bay and Rifle Bay to the intersection point of the Shoreline (Shark Gut Harbour) which is in the vicinity of Map Scale Coordinate N6,421,758 E547,097 with a line projected due west from the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,421,758 E547,430;

Thence due east to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,421,758 E547,430;

Thence southeasterly in a straight line to the intersection point of the northern Bank of an unnamed stream with the western Bank of another unnamed stream which is in the vicinity of Map Scale Coordinate N6,420,433 E550,186;

Thence easterly in a straight line to the Summit of Finger Hill which is in the vicinity of Map Scale Coordinate N6,419,919 E552,290;

Thence southeasterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,418,216 E553,277;

Thence due east to the intersection point with the Shoreline of Cod Bag Harbour which is in the vicinity of Map Scale Coordinate N6,418,216 E554,238;

Thence in a general southerly direction following the Shoreline to the intersection point of the Shoreline of Cod Bag Harbour with the western Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,414,191 E554,045;

Thence southerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,412,655 E554,090;

Thence southerly in a straight line to the intersection point of the Bank of an unnamed pond with the northern Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,412,219 E554,031;

Thence southwesterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,411,278 E553,275;

Thence southeasterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,410,568 E554,173;

Thence northeasterly in a straight line to the intersection point of the western Bank of an unnamed stream with the western Bank of another unnamed stream which is in the vicinity of Map Scale Coordinate N6,411,908 E556,426;

Thence southerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,410,594 E556,891;

Thence easterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,410,318 E559,727;

Thence southeasterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,406,257 E562,576;

Thence southerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,405,601 E562,364;

Thence southerly in a straight line to the southern most point of Grimmington Island being on the Shoreline of Mugford Bay which is in the vicinity of Map Scale Coordinate N6,404,867 E562,563;

Thence in a general southerly direction following the Shoreline of Mugford Bay and Okak Bay (including Uyagaksuyulik Bay, Ogaksiukvik Bay and Siugak Bay) to the point that is either on the Shoreline of

Siugak Bay or the northern Bank of Siugak Brook which is closest to Grid Coordinate N6,384,483 E553,329;

Thence southwesterly in a straight line to the point that is either on the southern Bank of Siugak Brook or on the Shoreline of Siugak Bay which is closest to Grid Coordinate N6,384,438 E553,302;

Thence in a general southwesterly direction following the Shoreline of Okak Bay (including Siugak Bay and Sipukat Bay) to the point that is either on the Shoreline of Sipukat Bay or the northern Bank of an unnamed river which is closest to Grid Coordinate N6,377,333 E542,649;

Thence southwesterly in a straight line to the point that is either on the southern Bank of said river or on the Shoreline of Sipukat Bay which is closest to Grid Coordinate N6,377,302 E542,624;

Thence in a general easterly direction following the Shoreline of Okak Bay (including Sipukat Bay and Karsetuyi Bay) to the point that is either on the Shoreline of Karsetuyi Bay or the eastern Bank of North River which is closest to Grid Coordinate N6,374,924 E526,664;

Thence westerly in a straight line to the point that is either on the western Bank of North River or on the Shoreline of Okak Bay (Saputit Bay) which is closest to Grid Coordinate N6,374,969 E526,481;

Thence in a general northwesterly direction following the western Bank of North River to the point which is closest to Grid Coordinate N6,378,192 E524,442;

Thence northwesterly in a straight line to the intersection point with the western Bank of a tributary which is in the vicinity of Map Scale Coordinate N6,378,321 E524,361;

Thence in a general northerly direction following the western Bank of said tributary to the point which is closest to Grid Coordinate N6,378,362 E524,359;

Thence easterly in a straight line to the intersection point with the northern Bank of North River which is in the vicinity of Map Scale Coordinate N6,378,362 E524,413;

Thence in a general southeasterly direction following the northern Bank of North River to the intersection point with the northern Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,377,967 E524,677;

Thence southeasterly in a straight line to the intersection point of the northern Bank of an unnamed stream with the eastern Bank of another unnamed stream which is in the vicinity of Map Scale Coordinate N6,377,480 E525,906;

Thence southeasterly in a straight to line the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,375,871 E528,552;

Thence southeasterly in a straight to line the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,373,385 E530,765;

Thence southeasterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,371,090 E536,323;

Thence southeasterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,370,243 E536,872;

Thence southeasterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,368,951 E537,657;

Thence northeasterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,370,237 E539,033;

Thence northeasterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,372,216 E539,897;

Thence northeasterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,377,050 E541,713;

Thence northeasterly in a straight line to the intersection point of the northern Bank of an unnamed river (flowing from Sipukat Lake to Sipukat Bay) with the western Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,377,620 E541,974;

Thence northeasterly in a straight line to the intersection point of the northwestern Bank of an unnamed stream with the southern Bank of another unnamed stream which is in the vicinity of Map Scale Coordinate N6,379,726 E545,338;

Thence southeasterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,377,666 E550,220;

Thence northeasterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,378,645 E552,766;

Thence northwesterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,380,968 E551,731;

Thence northerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,383,620 E551,754;

Thence northwesterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,388,965 E544,733;

Thence northwesterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,391,465 E542,077;

Thence northwesterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,394,803 E537,583;

Thence northwesterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,399,613 E533,983;

Thence northwesterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,403,281 E528,850;

Thence northwesterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,412,087 E522,664;

Thence northerly in a straight line to the intersection point of the western Bank of an unnamed river with the eastern Bank of a side channel which is in the vicinity of Map Scale Coordinate N6,412,282 E522,660;

Thence in a general northwesterly direction following the western Bank of said river to the intersection point with the eastern Bank of a tributary which is in the vicinity of Map Scale Coordinate N6,416,747 E519,940;

Thence northwesterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,417,781 E518,341;

Thence northwesterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,419,729 E517,403;

Thence northwesterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,421,954 E516,275;

Thence northeasterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,423,336 E516,860;

Thence northwesterly in a straight line to the intersection point of the southwestern Bank of an unnamed river with the southern Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,424,816 E515,549;

Thence easterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,425,035 E522,301;

Thence northerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,426,107 E522,444;

Thence northerly in a straight line to the intersection point of the Bank of an unnamed pond with the western Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,426,908 E522,728;

Thence northeasterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,428,241 E524,800;

Thence northeasterly in a straight line to the intersection point of the Bank of an unnamed pond with the western Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,429,259 E527,146;

Thence easterly in a straight line to the intersection point of the Bank of an unnamed pond with the northern Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,429,351 E530,218;

Thence easterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,428,900 E532,521;

Thence easterly in a straight line to the intersection point of the Bank of an unnamed pond with the northern Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,428,454 E534,371;

Thence northeasterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,429,097 E534,991;

Thence easterly in a straight line to the intersection point of the Bank of an unnamed pond with the eastern Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,429,300 E535,843;

Thence southeasterly in a straight line to the intersection point of the Bank of an unnamed pond with the eastern Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,429,144 E536,099;

Thence northeasterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,429,606 E536,585;

Thence northerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,431,452 E536,713;

Thence northeasterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,431,789 E537,188;

Thence easterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,432,001 E539,733;

Thence due east to the point of commencement;

Containing an area of approximately 1,139.87 square kilometres (439.99 square miles) and shown on map sheet numbers 29, 33, 34, 36, 37 and 40 as illustrated in appendix A-2.

Unless otherwise specified all values are scaled based on the digital National Topographic Series of maps (1:50,000) and being referenced to grid north of the North American Datum 1983 (NAD83) and to the meridian of sixty-three degrees (63°) west longitude, zone twenty (20), of the Universal Transverse Mercator Projection.

PARCEL LIL-07
Cod Island

Labrador Inuit Lands parcel LIL-07 comprises that parcel of land in Newfoundland and Labrador that is bounded as follows:

Beginning at the intersection point of the Shoreline of Cod Island which is in the vicinity of Map Scale Coordinate N6,399,099 E572,155 with a line projected due west from the Summit of a Hill which is in the vicinity of Map Scale Coordinate N6,399,099 E572,683;

Thence in general northwesterly direction following the Shoreline of Anchorstock Bight and Mugford Tickle to the point which is closest to Grid Coordinate N6,405,847 E565,752;

Thence southeasterly in a straight line to the Summit of a Hill which is the vicinity of Map Scale Coordinate N6,405,297 E566,373;

Thence easterly in a straight line to the point being northwest of Anchorstock Bight having Grid Coordinate N6,405,019 E568,548;

Thence northeasterly in a straight line to the intersection point of the Bank of an unnamed pond with the western Bank of an unnamed stream which is the vicinity of Map Scale Coordinate N6,406,378 E570,147;

Thence easterly in a straight line to the intersection point of the Bank of an unnamed pond with the northern Bank of an unnamed stream which is the vicinity of Map Scale Coordinate N6,406,137 E571,005;

Thence southwesterly in a straight line to the Summit of a Hill which is the vicinity of Map Scale Coordinate N6,403,874 E570,007;

Thence westerly in a straight line to the point being southeast of Anchorstock Bight having Grid Coordinate N6,403,863 E569,444;

Thence southeasterly in a straight line to the Summit of a Hill which is the vicinity of Map Scale Coordinate N6,399,099 E572,683;

Thence due west to the point of commencement;

Containing an area of approximately 15.39 square kilometres (5.94 square miles) and shown on map sheet numbers 34 and 37 as illustrated in appendix A-2.

Unless otherwise specified all values are scaled based on the digital National Topographic Series of maps (1:50,000) and being referenced to grid north of the North American Datum 1983 (NAD83) and to the meridian of sixty-three degrees (63°) west longitude, zone twenty (20), of the Universal Transverse Mercator Projection.

PARCEL LIL-08
Okak Bay to Voisey's Bay

Labrador Inuit Lands parcel LIL-08 comprises that parcel of land in Newfoundland and Labrador that is bounded as follows:

Beginning at the intersection point of the Shoreline of Ublik Bay which is in the vicinity of Map Scale Coordinate N6,357,521 E569,445 with a line projected due south from the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,358,842 E569,445;

Thence in a general southerly direction following the Shoreline of Ublik Bay and Tasiuyak Bay to the point that is either on the Shoreline of Tasiuyak Bay or the western Bank of an unnamed river which is closest to Grid Coordinate N6,341,224 E561,138;

Thence easterly in a straight line to the point that is either on the eastern Bank of said river or on the Shoreline which is closest to Grid Coordinate N6,341,212 E561,214;

Thence in a general southeasterly direction following the Shoreline of Tasiuyak Bay and Avakutak Bay to the point that is either on the Shoreline or the northern Bank of Avakutak Brook which is closest to Grid Coordinate N6,336,232 E568,190;

Thence southeasterly in a straight line to the point that is either on the southern Bank of said brook or on the Shoreline which is closest to Grid Coordinate N6,336,198 E568,213;

Thence in a general southeasterly direction following the Shoreline to the point that is either on the Shoreline or the western Bank of Avakutak River which is closest to Grid Coordinate N6,335,623 E568,677;

Thence easterly in a straight line to the point that is either on the eastern Bank of said river or on the Shoreline which is closest to Grid Coordinate N6,335,640 E568,884;

Thence in a general easterly direction following the Shoreline of Avakutak Bay, Korokuluk Bay and Snyder Bay to the point that is either on the Shoreline or the northern Bank of an unnamed river which is closest to Grid Coordinate N6,327,587 E597,987;

Thence southwesterly in a straight line to the point that is either on the southern Bank of said river or on the Shoreline which is closest to Grid Coordinate N6,327,559 E597,957;

Thence in a general southwesterly direction following the Shoreline of Frances Bay, Village Bay and Webb Bay to the point that is either on the Shoreline or the eastern Bank of Webb Brook which is closest to Grid Coordinate N6,296,589 E565,044;

Thence westerly in a straight line to the point that is either on the western Bank of said brook or on the Shoreline which is closest to Grid Coordinate N6,296,595 E564,969;

Thence in a general westerly direction following the Shoreline of Webb Bay, Sachem Bay, Conch Bay and Tikkoatokak Bay to the point that is either on the Shoreline of Tikkoatokak Bay or the eastern Bank of Kotannak Brook which is closest to Grid Coordinate N6,290,969 E530,424;

Thence westerly in a straight line to the point that is either on the western Bank of said brook or on the Shoreline which is closest to Grid Coordinate N6,290,933 E530,254;

Thence in a general southwesterly direction following the Shoreline to the point that is either on the Shoreline or the western Bank of Kamanatsuk Brook which is closest to Grid Coordinate N6,289,655 E527,904;

Thence easterly in a straight line to the point that is either on the eastern Bank of said brook or on the Shoreline of Tikkoatokak Bay which is closest to Grid Coordinate N6,289,655 E527,970;

Thence in a general southeasterly direction following the Shoreline of Tikkoatokak Bay and Nain Bay to the point that is either on the Shoreline or the northern Bank of the Fraser River which is closest to Grid Coordinate N6,275,523 E545,853;

Thence southerly in a straight line to the point that is either on the southern Bank of said river or on the Shoreline which is closest to Grid Coordinate N6,275,288 E545,742;

Thence in a general easterly direction following the Shoreline of Nain Bay and Akpiksai Bay to the point on the Shoreline which is closest to Grid Coordinate N6,269,030 E579,313;

Thence westerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,268,675 E578,315;

Thence southwesterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,267,026 E575,731;

Thence southwesterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,266,225 E574,798;

Thence southeasterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,265,928 E575,050;

Thence southeasterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,265,240 E576,127;

Thence southeasterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,264,289 E578,333;

Thence northeasterly in a straight line to the most northerly corner of Public Works and Government Services Canada Transfer No. 115190[3] which is in the vicinity of Map Scale Coordinate N6,265,363 E581,075;

Thence northeasterly in a straight line to the intersection point of the Shoreline with the southern Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,266,281 E583,237;

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[3] A copy of Public Works and Government Services Canada Transfer No. 115190 is recorded in the Crown Lands Registry at St. John's, Newfoundland and Labrador.

Thence in a general southwesterly direction following the Shoreline to the point that is either on the Shoreline or the northern Bank of the Anaktalik River which is closest to Grid Coordinate N6,259,740 E553,936;

Thence southerly in a straight line to the point that is either on the southern Bank of the Anaktalik River or on the Shoreline which is closest to Grid Coordinate N6,259,593 E553,920;

Thence in a general southerly direction following the Shoreline to the point on the Shoreline of Anaktalak Bay (Edwards Cove) which is closest to Grid Coordinate N6,253,879 E556,343;

Thence southwesterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,253,621 E556,077;

Thence southwesterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,252,330 E555,169;

Thence southwesterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,249,950 E553,599;

Thence southwesterly in a straight line to the point being south of Reid Brook having Grid Coordinate N6,247,899 E551,778;

Thence southerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,243,784 E551,411;

Thence southerly in a straight line to the point being 100 metres from the northeastern Bank of Ikadlivik Brook which is closest to Grid Coordinate N6,243,202 E551,135;

Thence in a general southerly direction maintaining a 100 metre buffer from said Bank to the point which is closest to Grid Coordinate N6,241,208 E551,926;

Thence southeasterly in a straight line to the intersection point of the Bank of an unnamed pond with the eastern Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,241,165 E551,992;

Thence southerly in a straight line to the point being east of Ikadlivik Brook having Grid Coordinate N6,239,883 E551,980;

Thence easterly in a straight line to the point being 100 metres from the northern Bank of Ikadlivik Brook which is closest to Grid Coordinate N6,239,892 E554,366;

Thence in a general easterly direction maintaining a 100 metre buffer from said Bank to the point which is closest to Grid Coordinate N6,239,894 E554,881;

Thence easterly in a straight line to the point on the western Bank of Reid Brook which is closest to Grid Coordinate N6,239,900 E556,681;

Thence in a general southwesterly direction following the said Bank and Shoreline of Voisey's Bay to the point that is either on the Shoreline or the northern Bank of Ikadlivik Brook which is closest to Grid Coordinate N6,238,987 E555,408;

Thence southerly in a straight line to the point that is either on the southern Bank of said brook or on the Shoreline which is closest to Grid Coordinate N6,238,891 E555,425;

Thence in a general southeasterly direction following the Shoreline of Voisey's Bay to the intersection point which is in the vicinity of Map Scale Coordinate N6,233,747 E561,484 with a line projected due east from the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,233,747 E558,542;

Thence due west to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,233,747 E558,542;

Thence westerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,234,279 E555,487;

Thence northwesterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,236,549 E550,545;

Thence northwesterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,239,958 E547,651;

Thence westerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,240,418 E542,662;

Thence westerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,241,329 E539,273;

Thence westerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,246,992 E520,064;

Thence westerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,250,940 E509,402;

Thence westerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,250,427 E501,768;

Thence northerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,255,301 E502,649;

Thence northeasterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,257,128 E504,012;

Thence easterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,257,102 E507,312;

Thence easterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,257,282 E510,848;

Thence easterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,256,450 E514,490;

Thence easterly in a straight line to the intersection point of the Bank of an unnamed pond with the eastern Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,255,760 E516,497;

Thence northeasterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,257,165 E518,163;

Thence northerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,260,388 E518,348;

Thence northeasterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,262,120 E519,767;

Thence northeasterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,263,341 E520,961;

Thence easterly in a straight line to the point having Grid Coordinate N6,263,657 E524,931;

Thence easterly in a straight line to the point having Grid Coordinate N6,263,124 E527,375;

Thence southeasterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,262,222 E528,105;

Thence easterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,262,665 E531,854;

Thence easterly in a straight line to the point having Grid Coordinate N6,262,495 E533,958;

Thence southeasterly in a straight line to the point having Grid Coordinate N6,261,688 E535,761;

Thence northeasterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,263,913 E538,518;

Thence northeasterly in a straight line to the intersection point of the western Bank of a tributary of Anaktalik Brook with the northeastern Bank of a unnamed stream which is in the vicinity of Map Scale Coordinate N6,264,756 E539,706;

Thence easterly in a straight line to the point having Grid Coordinate N6,264,669 E540,225;

Thence southeasterly in a straight line to the point having Grid Coordinate N6,263,957 E541,019;

Thence easterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,264,157 E541,952;

Thence easterly in a straight line to the point having Grid Coordinate N6,264,126 E542,622;

Thence southeasterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,262,983 E544,426;

Thence easterly in a straight line to the point having Grid Coordinate N6,263,324 E547,890;

Thence southeasterly in a straight line to the point having Grid Coordinate N6,262,203 E550,137;

Thence northeasterly in a straight line to the point having Grid Coordinate N6,263,066 E551,256;

Thence easterly in a straight line to the point having Grid Coordinate N6,263,015 E552,091;

Thence southeasterly in a straight line to the point having Grid Coordinate N6,260,398 E553,796;

Thence northeasterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,263,949 E557,005;

Thence easterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,263,645 E557,862;

Thence northerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,265,188 E558,540;

Thence northwesterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,268,548 E551,077;

Thence westerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,270,237 E545,059;

Thence southwesterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,268,837 E542,986;

Thence westerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,268,555 E540,284;

Thence westerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,268,706 E533,524;

Thence westerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,268,275 E530,187;

Thence westerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,269,519 E524,354;

Thence westerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,270,233 E519,233;

Thence northwesterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,271,284 E517,611;

Thence westerly in a straight line to the intersection point of the Bank of an unnamed pond with the northern Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,270,906 E513,481;

Thence northeasterly in a straight line to the intersection point of the Bank of an unnamed pond with the southeastern Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,272,839 E514,326;

Thence easterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,273,101 E515,731;

Thence northeasterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,275,604 E518,586;

Thence easterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,275,470 E519,934;

Thence easterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,275,093 E525,752;

Thence easterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,274,662 E527,330;

Thence northeasterly in a straight line to the intersection point of the Bank of Tasisuak Lake with the western Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,275,983 E529,445;

Thence in a general easterly direction following the southern Bank of said lake to the intersection point which is in the vicinity of Map Scale Coordinate N6,276,132 E530,214 with a line projected due south from the intersection point of the northern Bank of said lake and the eastern Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,276,340 E530,214;

Thence due north to the intersection point of the northern Bank of said lake with the eastern Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,276,340 E530,214;

Thence in a general northerly direction following the eastern Bank of said unnamed stream to the intersection point with the Bank of a unnamed pond which is in the vicinity of Map Scale Coordinate N6,277,766 E529,752;

Thence proceeding counter-clockwise following the Bank of said unnamed pond to the intersection point with the western Bank of a unnamed stream which is in the vicinity of Map Scale Coordinate N6,277,670 E530,006;

Thence easterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,277,630 E531,296;

Thence easterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,277,981 E533,653;

Thence easterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,277,052 E538,241;

Thence northerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,279,249 E538,735;

Thence northerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,280,520 E538,619;

Thence northerly in a straight line to the intersection point of the western Bank of an unnamed stream with the eastern Bank of another unnamed stream which is in the vicinity of Map Scale Coordinate N6,284,298 E538,902;

Thence westerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,284,661 E537,818;

Thence northwesterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,287,788 E531,319;

Thence westerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,288,079 E528,404;

Thence northwesterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,289,872 E524,924;

Thence northwesterly in a straight line to the intersection point of the Bank of an unnamed pond with the northern Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,291,345 E523,010;

Thence northeasterly in a straight line to the intersection point of the Bank of an unnamed pond with the western Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,292,797 E524,591;

Thence northwesterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,294,165 E522,802;

Thence northeasterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,296,122 E525,530;

Thence northerly in a straight line to the intersection point of the northern Bank of an unnamed stream with the eastern Bank of another unnamed stream which is in the vicinity of Map Scale Coordinate N6,300,161 E525,844;

Thence in a general northerly direction following the eastern Bank of said stream to the intersection point with the Bank of a unnamed pond which is in the vicinity of Map Scale Coordinate N6,301,504 E525,589;

Thence northwesterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,303,316 E523,590;

Thence westerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,304,294 E520,204;

Thence northerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,310,010 E518,160;

Thence northeasterly in a straight line to the intersection point of the eastern Bank of Kingurutik River with the southeastern Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,310,809 E519,472;

Thence in a general northeasterly direction following the southeastern Bank of said stream to the intersection point with the western Bank of another unnamed stream which is in the vicinity of Map Scale Coordinate N6,311,863 E521,787;

Thence southwesterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,311,160 E521,151;

Thence southwesterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,310,444 E520,666;

Thence southeasterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,307,382 E522,287;

Thence southeasterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,298,592 E536,409;

Thence easterly in a straight line to the intersection point of the western Bank of an unnamed stream with the northern Bank of another unnamed stream which is in the vicinity of Map Scale Coordinate N6,299,531 E538,636;

Thence easterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,300,537 E543,905;

Thence easterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,301,359 E546,426;

Thence easterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,301,766 E548,651;

Thence northeasterly in a straight line to the intersection point of the Bank of an unnamed pond with the northern Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,302,428 E549,125;

Thence in a general southeasterly direction following the northeastern Bank of said stream to the intersection point with the Bank of Kingurutik Lake which is in the vicinity of Map Scale Coordinate N6,298,661 E553,991;

Thence easterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,299,092 E555,964;

Thence easterly in a straight line to the intersection point of the Bank of an unnamed pond with the northern Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,300,082 E559,484;

Thence northwesterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,301,451 E558,111;

Thence easterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,301,768 E559,671;

Thence southeasterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,300,980 E560,496;

Thence northeasterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,302,563 E561,291;

Thence northwesterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,302,971 E560,825;

Thence northeasterly in a straight line to the intersection point of the Bank of an unnamed pond with the southeastern Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,303,297 E561,100;

Thence southeasterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,302,756 E561,781;

Thence northerly in a straight line to the intersection point of the northwestern Bank of a tributary of Webb Brook with the western Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,308,511 E563,768;

Thence in a general northeasterly direction following the northwestern Bank of said tributary to the intersection point with the western Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,310,492 E566,870;

Thence northeasterly in a straight line to the intersection point of the southern Bank of said tributary of Webb Brook with the eastern Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,310,905 E567,808;

Thence in a general easterly direction following said Bank to the intersection point with the Bank of an unnamed pond which is in the vicinity of Map Scale Coordinate N6,310,023 E571,470;

Thence northeasterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,310,571 E571,741;

Thence easterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,310,084 E573,893;

Thence northeasterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,313,032 E575,834;

Thence northeasterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,317,300 E577,236;

Thence northwesterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,323,886 E575,861;

Thence northwesterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,332,350 E570,677;

Thence northwesterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,334,678 E567,585;

Thence northerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,338,763 E566,866;

Thence northwesterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,340,910 E565,174;

Thence westerly in a straight line to the intersection point of the Bank of an unnamed pond with the western Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,341,055 E563,451;

Thence southwesterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,340,068 E560,769;

Thence northwesterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,342,150 E559,600;

Thence northwesterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,344,553 E557,952;

Thence northwesterly in a straight line to the intersection point of the Bank of an unnamed pond with the northern Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,347,162 E556,322;

Thence easterly in a straight line to the intersection point of the Bank of an unnamed pond with the eastern Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,347,994 E559,041;

Thence easterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,346,871 E562,085;

Thence northeasterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,348,070 E564,367;

Thence northeasterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,349,790 E566,664;

Thence northeasterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,350,900 E567,175;

Thence northerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,352,560 E566,953;

Thence northwesterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,353,520 E565,428;

Thence northeasterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,354,985 E567,078;

Thence northwesterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,356,062 E566,111;

Thence northwesterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,356,765 E564,334;

Thence northwesterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,359,687 E562,372;

Thence easterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,359,743 E564,755;

Thence southeasterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,359,182 E565,277;

Thence easterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,358,842 E569,445;

Thence due south to the point of commencement;

Containing an area of approximately 3,281.73 square kilometres (1,266.75 square miles) and shown on map sheet numbers 40, 41, 44, 45, 49, 50, 54, 55, 59, 60, 63 and 64 as illustrated in appendix A-2.

Unless otherwise specified all values are scaled based on the digital National Topographic Series of maps (1:50,000) and being referenced to grid north of the North American Datum 1983 (NAD83) and to the meridian of sixty-three degrees (63°) west longitude, zone twenty (20), of the Universal Transverse Mercator Projection.

Reserving, nevertheless, out of the above described parcel:
Licence No. 106474 issued to Newtel Communications;
Transfer No. 73957 issued to Department of National Defence (Lab 3);
Transfer No. 73957 issued to Department of National Defence (Lab 3, Beachhead);
Grant Vol. 246 Fol. 81 issued to James W. Webb;
Grant Vol. 248 Fol. 110 issued to Winston Churchill White; and
Transfer No. 115190 issued to Department of Fisheries and Oceans,
as recorded in the Crown Lands Registry at St. John's, Newfoundland and Labrador.

PARCEL LIL-09
Kangeklukuluk Bay to Anaktalak Bay

Labrador Inuit Lands parcel LIL-09 comprises that parcel of land in Newfoundland and Labrador that is bounded as follows:

Beginning at the intersection point of the Shoreline of Kangeklukuluk Bay with the eastern Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,249,680 E570,872;

Thence northerly in a straight line to the intersection point of the Bank of an unnamed pond with the northern Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,251,172 E570,605;

Thence westerly in a straight line to the intersection point of the Bank of an unnamed pond with the northern Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,251,482 E566,999;

Thence northwesterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,252,633 E565,092;

Thence northwesterly in a straight line to the point on the Shoreline of Anaktalak Bay which is closest to Grid Coordinate N6,253,160 E564,057;

Thence in a general southeasterly direction following the Shoreline of Anaktalak Bay and Kangeklukuluk Bay to the point of commencement;

Containing an area of approximately 20.73 square kilometres (8.00 square miles) and shown on map sheet number 60 as illustrated in appendix A-2.

Unless otherwise specified all values are scaled based on the digital National Topographic Series of maps (1:50,000) and being referenced to grid north of the North American Datum 1983 (NAD83) and to the meridian of sixty-three degrees (63°) west longitude, zone twenty (20), of the Universal Transverse Mercator Projection.

PARCEL LIL-10
Kangeklukuluk Bay to Kangeklualuk Bay

Labrador Inuit Lands parcel LIL-10 comprises that parcel of land in Newfoundland and Labrador that is bounded as follows:

Beginning at the point on the Shoreline of Kangeklualuk Bay which is closest to Grid Coordinate N6,245,104 E568,136;

Thence northeasterly in a straight line to the Summit of a Hill which is in the vicinity of Map Scale Coordinate N6,246,253 E569,703;

Thence northeasterly in a straight line to the point on the Shoreline of Kangeklukuluk Bay which is closest to Grid Coordinate N6,248,020 E571,867;

Thence in a general southwesterly direction following the Shoreline of Kangeklukuluk Bay and Kangeklualuk Bay to the point of commencement;

Containing an area of approximately 11.71 square kilometres (4.52 square miles) and shown on map sheet number 60 as illustrated in appendix A-2.

Unless otherwise specified all values are scaled based on the digital National Topographic Series of maps (1:50,000) and being referenced to grid north of the North American Datum 1983 (NAD83) and to the meridian of sixty-three degrees (63°) west longitude, zone twenty (20), of the Universal Transverse Mercator Projection.

PARCEL LIL-11
Kangeklualuk Bay (south)

Labrador Inuit Lands parcel LIL-11 comprises that parcel of land in Newfoundland and Labrador that is bounded as follows:

Beginning at the intersection point of the Shoreline of Voisey's Bay with the northeastern Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,239,790 E567,566;

Thence northerly in a straight line to the intersection point of the Shoreline of Kangeklualuk Bay with the eastern Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,244,484 E567,290;

Thence in a general southerly direction following the Shoreline of Kangeklualuk Bay and Voisey's Bay to the point of commencement;

Containing an area of approximately 114.94 square kilometres (44.37 square miles) and shown on map sheet numbers 60 and 64 as illustrated in appendix A-2.

Unless otherwise specified all values are scaled based on the digital National Topographic Series of maps (1:50,000) and being referenced to grid north of the North American Datum 1983 (NAD83) and to the meridian of sixty-three degrees (63°) west longitude, zone twenty (20), of the Universal Transverse Mercator Projection.

PARCEL LIL-12
Kogaluk River

Labrador Inuit Lands parcel LIL-12 comprises that parcel of land in Newfoundland and Labrador that is bounded as follows:

Beginning at the intersection point of the Shoreline of the Uibyak Peninsula which is in the vicinity of Map Scale Coordinate N6,228,612, E602,870 with a line projected due east from the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,228,612 E600,144;

Thence due west to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,228,612 E600,144;

Thence northerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,230,618 E600,375;

Thence westerly in a straight line to the intersection point of the western Bank of an unnamed stream with the southern Bank of another unnamed stream which is in the vicinity of Map Scale Coordinate N6,229,248 E594,556;

Thence southwesterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,227,870 E593,435;

Thence westerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,227,899 E591,124;

Thence westerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,227,784, E588,296;

Thence northwesterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,228,856 E585,815;

Thence northeasterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,230,258 E586,839;

Thence northwesterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,230,633 E586,325;

Thence westerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,230,097 E583,580;

Thence northwesterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,230,623 E582,264;

Thence westerly in a straight line to the point having Grid Coordinate N6,230,548 E580,120;

Thence southerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,227,196 E579,932;

Thence southwesterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,224,777 E578,299;

Thence southwesterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,223,678 E575,754;

Thence westerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,222,398 E570,635;

Thence northwesterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,224,101 E569,347;

Thence northerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,227,351 E570,038;

Thence northeasterly in a straight line to the intersection point of the Bank of an unnamed pond with the northern Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,229,838 E572,490;

Thence westerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,229,429, E565,035;

Thence northwesterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,230,691 E564,438;

Thence due north to the point on the Shoreline of Voisey's Bay which is in the vicinity of Map Scale Coordinate N6,230,932 E564,438;

Thence in a general southeasterly direction following the Shoreline to the point that is either on the Shoreline or the western Bank of Toma Brook which is closest to Grid Coordinate N6,230,498 E564,774;

Thence southerly in a straight line to the point that is either on the eastern Bank of said brook or on the Shoreline which is closest to Grid Coordinate N6,230,448 E564,788;

Thence in a general easterly direction following the Shoreline to the point that is either on the Shoreline or the western Bank of Konrad Brook or on the Shoreline which is closest to Grid Coordinate N6,230,085 E567,193;

Thence southeasterly in a straight line to the point that is either on the eastern Bank of said brook or on the Shoreline which is closest to Grid Coordinate N6,229,910 E567,292;

Thence in a general easterly direction following the Shoreline to the point that is either on the Shoreline or the western Bank of the Kogaluk River which is closest to Grid Coordinate N6,229,290 E578,964;

Thence easterly in a straight line to the point that is either on the eastern Bank of said river or on the Shoreline which is closest to Grid Coordinate N6,229,397 E579,436;

Thence in a general easterly direction following the Shoreline of Voisey's Bay to the point of commencement;

Containing an area of approximately 99.41 square kilometres (38.37 square miles) and shown on map sheet number 64 as illustrated in appendix A-2.

Unless otherwise specified all values are scaled based on the digital National Topographic Series of maps (1:50,000) and being referenced to grid north of the North American Datum 1983 (NAD83) and to the meridian of sixty-three degrees (63°) west longitude, zone twenty (20), of the Universal Transverse Mercator Projection.

Reserving, nevertheless, out of the above described parcel:
Grant Vol. 108 Fol. 401 issued to Hudson Bay Company,
as recorded in the Crown Lands Registry at St. John's, Newfoundland and Labrador.

PARCEL LIL-13
Flowers Bay to Big Bay

Labrador Inuit Lands parcel LIL-13 comprises that parcel of land in Newfoundland and Labrador that is bounded as follows:

Beginning at the intersection point of the Shoreline of Flowers Bay with the southern Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,187,213 E641,414;

Thence in a general southwesterly direction following the Shoreline to the point that is either on the Shoreline or the northern Bank of Flowers River which is closest to Grid Coordinate N6,179,400 E629,258;

Thence southeasterly in a straight line to the point that is either on the Bank or Shoreline of an unnamed island which is closest to Grid Coordinate N6,179,320 E629,387;

Thence in a general southerly direction following the eastern Bank or Shoreline of said island to the point that is either on the Bank or Shoreline of said island which is closest to Grid Coordinate N6,178,400 E629,197;

Thence southerly in a straight line to the point that is either on the Bank or Shoreline of another unnamed island which is closest to Grid Coordinate N6,178,350 E629,165;

Thence in a general southwesterly direction following the eastern Bank or Shoreline of said island to the point that is either on the Bank or Shoreline of said island which is closest to Grid Coordinate N6,177,949 E628,543;

Thence southwesterly in a straight line to the point that is either on the southern Bank of Flowers River or on the Shoreline of Flowers Bay which is closest to Grid Coordinate N6,177,794 E628,156;

Thence in a general easterly direction following the Shoreline of Flowers Bay and Big Bay to the point that is either on the Shoreline or the northern Bank of an unnamed river which is closest to Grid Coordinate N6,169,506 E646,375;

Thence southerly in a straight line to the point that is either on the southern Bank of said river or on the Shoreline which is closest to Grid Coordinate N6,169,342 E646,362;

Thence in a general southerly direction following the Shoreline to the point that is either on the Shoreline or the western Bank of Hunt River which is closest to Grid Coordinate N6,157,338 E646,215;

Thence southeasterly in a straight line to the point that is either on the eastern Bank of said river or on the Shoreline which is closest to Grid Coordinate N6,157,308 E646,228;

Thence in a general northerly direction following the Shoreline of Big Bay to the intersection point which is in the vicinity of Map Scale Coordinate N6,163,155 E648,448 with the projection of the line from the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,159,466 E648,013 through the Summit of another Hill which is in the vicinity of Map Scale Coordinate N6,161,925 E648,302;

Thence southerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,161,925 E648,302;

Thence southerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,159,466 E648,013;

Thence southwesterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,156,247 E646,246;

Thence southwesterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,154,290 E644,214;

Thence southwesterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,151,602 E640,558;

Thence southwesterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,150,107 E637,966;

Thence westerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,149,630 E635,263;

Thence southerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,147,635 E634,922;

Thence southerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,145,255 E634,719;

Thence westerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,145,083 E632,763;

Thence northerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,147,179 E633,186;

Thence northwesterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,148,931 E632,406;

Thence westerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,147,903 E628,327;

Thence southwesterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,146,383 E627,199;

Thence southwesterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,144,738 E625,028;

Thence southwesterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,142,208 E621,184;

Thence southwesterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,137,726 E618,354;

Thence southwesterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,136,728 E617,664;

Thence westerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,136,989 E616,239;

Thence northerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,138,286 E616,354;

Thence westerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,139,314 E613,066;

Thence northerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,143,754 E612,129;

Thence easterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,144,146 E614,259;

Thence southeasterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,142,578 E615,333;

Thence northeasterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,144,594 E618,312;

Thence northerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,145,651 E618,035;

Thence easterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,146,316 E620,238;

Thence northeasterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,150,525 E626,157;

Thence easterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,151,710 E630,590;

Thence northeasterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,155,648 E635,510;

Thence northeasterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,158,685 E639,420;

Thence northerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,163,647 E639,983;

Thence northwesterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,165,543 E638,265;

Thence westerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,164,483 E628,678;

Thence due west to the intersection point of the eastern Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,164,483 E626,336;

Thence in a general northerly direction following the eastern Bank of said unnamed stream to the intersection point with the Bank of an unnamed pond which is in the vicinity of Map Scale Coordinate N6,166,244 E627,370;

Thence proceeding clockwise following the Bank of said pond to the intersection point with the western Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,166,774 E631,768;

Thence northeasterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,167,534 E633,414;

Thence northeasterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,168,343 E635,972;

Thence northeasterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,170,692 E638,333;

Thence northeasterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,174,264 E640,700;

Thence northwesterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,175,487 E638,911;

Thence northwesterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,177,547 E636,932;

Thence westerly in a straight line to the intersection point of the western Bank of an unnamed stream with the southern Bank of another unnamed stream which is in the vicinity of Map Scale Coordinate N6,177,545 E634,927;

Thence westerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,176,584 E631,555;

Thence westerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,176,094 E628,884;

Thence westerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,176,359 E626,609;

Thence northerly in a straight line to the point having Grid Coordinate N6,179,771 E627,494;

Thence northeasterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,180,963 E629,825;

Thence easterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,181,129 E631,218;

Thence easterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,181,482 E632,336;

Thence northeasterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,181,985 E633,218;

Thence northeasterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,183,128 E633,919;

Thence easterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,183,012 E636,654;

Thence southeasterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,182,539 E637,668;

Thence northeasterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,184,085 E639,833;

Thence northwesterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,184,791 E639,273;

Thence northerly in a straight line to the intersection point of the Bank of an unnamed pond with the southern Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,187,299 E640,007;

Thence in a general easterly direction following the southern Bank of said unnamed stream to the point of commencement;

Containing an area of approximately 500.50 square kilometres (193.19 square miles) and shown on map sheet numbers 68, 72, 75 and 76 as illustrated in appendix A-2.

Unless otherwise specified all values are scaled based on the digital National Topographic Series of maps (1:50,000) and being referenced to grid north of the North American Datum 1983 (NAD83) and to the meridian of sixty-three degrees (63°) west longitude, zone twenty (20), of the Universal Transverse Mercator Projection.

PARCEL LIL-14

South of Cape Harrigan to Kanairiktok Bay

Labrador Inuit Lands parcel LIL-14 comprises that parcel of land in Newfoundland and Labrador that is bounded as follows:

Beginning at the intersection point of Shoreline with the southern Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,177,460, E664,314;

Thence in a general southerly direction following the Shoreline to the point that is either on the Shoreline or the western Bank of an unnamed river which is closest to Grid Coordinate N6,162,088 E655,406;

Thence easterly in a straight line to the point that is either on the eastern Bank of said river or on the Shoreline which is closest to Grid Coordinate N6,162,054 E655,549;

Thence in a general southeasterly direction following the Shoreline to the intersection point of the Shoreline of Neksarsoak Cove with the northwestern Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,151,432 E675,175;

Thence westerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,151,187 E673,837;

Thence southwesterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,149,550 E672,924;

Thence southeasterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,147,524 E674,023;

Thence northeasterly in a straight line to the point on the Shoreline of Tooktoosner Bay which is closest to Grid Coordinate N6,147,880 E674,554;

Thence in a general southwesterly direction following the Shoreline of Tooktoosner Bay, Uvidluk Cove and Adlatok Bay to the point that is either on the Shoreline of Adlatok Bay or the northern Bank of Adlatok River which is closest to Grid Coordinate N6,114,795 E651,396;

Thence southerly in a straight line to the point that is either on the southern Bank of Adlatok River or on the Shoreline of Adlatok Bay which is closest to Grid Coordinate N6,114,725 E651,379;

Thence in a general southerly direction following the Shoreline of Adlatok Bay and Ugjoktok Bay to the point that is either on the Shoreline of Ugjoktok Bay or the northern Bank of Adlatok River which is closest to Grid Coordinate N6,101,547 E647,279;

Thence southwesterly in a straight line to the point that is either on the southern Bank of said river or on the Shoreline which is closest to Grid Coordinate N6,101,425 E647,183;

Thence in a general southerly direction following the Shoreline of Ugjoktok Bay and Udjuktok Bay to the point that is either on the Shoreline or the western Bank of an unnamed river which is closest to Grid Coordinate N6,095,505 E647,470;

Thence easterly in a straight line to the point that is either on the eastern Bank of said river or on the Shoreline which is closest to Grid Coordinate N6,095,506 E647,589;

Thence in a general northeasterly direction following the Shoreline of Udjuktok Bay (Ugjoktok Bay) and Little Bay to the point that is either on the Shoreline or the northern Bank of an unnamed river which is closest to Grid Coordinate N6,125,731 E679,483;

Thence southerly in a straight line to the point that is either on the southern Bank of said river or on the Shoreline which is closest to Grid Coordinate N6,125,667 E679,490;

Thence in a general southerly direction following the Shoreline to the point that is either on the Shoreline or the western Bank of an unnamed river which is closest to Grid Coordinate N6,124,053 E679,187;

Thence southeasterly in a straight line to the point that is either on the eastern Bank of said river or on the Shoreline which is closest to Grid Coordinate N6,124,039 E679,218;

Thence in a general easterly direction following the Shoreline of Udjuktok (Ugjoktok) Bay and Little Bay to the point that is either on the Shoreline or the northwestern Bank of an unnamed river which is closest to Grid Coordinate N6,109,401 E671,218;

Thence southeasterly in a straight line to the point that is either on the southeastern Bank of said river or on the Shoreline which is closest to Grid Coordinate N6,109,367 E671,246;

Thence in a general southerly direction following the Shoreline of Little Bay and Kanairiktok Bay to the point that is either on the Shoreline of Kanairiktok Bay or the western Bank of Kanairiktok River which is closest to Grid Coordinate N6,099,276 E672,238;

Thence easterly in a straight line to the point that is either on the eastern Bank of said river or on the Shoreline which is closest to Grid Coordinate N6,099,102 E672,761;

Thence in a general northerly direction following the Shoreline of Kanairiktok Bay to the intersection point with the southern Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,108,100 E679,870;

Thence southwesterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,105,795 E678,960;

Thence southwesterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,102,011 E675,431;

Thence southwesterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,099,665 E673,644;

Thence southerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,096,417 E672,615;

Thence southwesterly in a straight line to the intersection point of the eastern Bank of an unnamed stream with the western Bank of another unnamed stream which is in the vicinity of Map Scale Coordinate N6,095,184 E671,288;

Thence southwesterly in a straight line to the intersection point of the northern Bank of an unnamed stream with the southern Bank of another unnamed stream which is in the vicinity of Map Scale Coordinate N6,093,241 E668,541;

Thence southwesterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,092,682 E667,256;

Thence southwesterly in a straight line to the intersection point of the northern Bank of an unnamed stream with the southeastern Bank of another unnamed stream which is in the vicinity of Map Scale Coordinate N6,090,681 E665,680;

Thence northwesterly in a straight line to the intersection point of the northwestern Bank of Kanairiktok River with the southwestern Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,091,629 E665,091;

Thence in a general southwesterly direction following the Bank of said stream to the intersection point with the Bank of an unnamed pond which is in the vicinity of Map Scale Coordinate N6,085,670 E655,751;

Thence southerly in a straight line to the intersection point of the southern Bank of Kanairiktok River with the western Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,083,349 E655,780;

Thence in a general southwesterly direction following the southern Bank of Kanairiktok River to the intersection point with the eastern Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,078,602 E648,534;

Thence southwesterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,068,780 E642,986;

Thence southwesterly in a straight line to the intersection point of the Bank of an unnamed pond with the western Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,067,621 E639,436;

Thence southwesterly in a straight line to the intersection point of the Bank of an unnamed pond with the southern Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,065,684 E635,925;

Thence westerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,065,617 E633,362;

Thence northerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,069,533 E632,584;

Thence northeasterly in a straight line to the intersection point of the Bank of an unnamed pond with the northern Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,073,638 E634,472;

Thence northeasterly in a straight line to the intersection point of the Bank of an unnamed pond with the northern Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,076,010 E636,559;

Thence northeasterly in a straight line to the intersection point of the Bank of an unnamed pond with the northern Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,077,100 E638,342;

Thence northeasterly in a straight line to the intersection point of the Bank of an unnamed pond with the northwestern Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,079,580 E639,639;

Thence northerly in a straight line to the intersection point of the Bank of an unnamed pond with the western Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,082,506 E640,255;

Thence northwesterly in a straight line to the intersection point of the western Bank of an unnamed stream with the southwestern Bank of another unnamed stream which is in the vicinity of Map Scale Coordinate N6,083,543 E638,900;

Thence westerly in a straight line to the intersection point of the Bank of an unnamed pond with the western Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,083,217 E637,199;

Thence southwesterly in a straight line to the intersection point of the Bank of an unnamed pond with the southern Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,080,732 E634,983;

Thence southwesterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,078,246 E633,204;

Thence southwesterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,073,934 E629,797;

Thence southwesterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,072,740 E628,936;

Thence westerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,073,758 E624,654;

Thence northwesterly in a straight line to the intersection point of the Bank of an unnamed pond with the western Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,076,197 E623,100;

Thence westerly in a straight line to the intersection point of the Bank of an unnamed pond with the southern Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,076,288 E621,641;

Thence southwesterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,075,032 E618,548;

Thence northerly in a straight line to the intersection point of the Bank of an unnamed pond with the northern Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,077,609 E618,653;

Thence northeasterly in a straight line to the intersection point of the Bank of an unnamed pond with the eastern Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,079,458 E619,656;

Thence northeasterly in a straight line to the intersection point of the Bank of an unnamed pond with the eastern Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,080,847 E622,499;

Thence easterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,081,108 E624,906;

Thence northeasterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,082,432 E627,807;

Thence northeasterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,083,669 E630,295;

Thence northeasterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,084,717 E632,423;

Thence easterly in a straight line to the intersection point of the Bank of an unnamed pond with the eastern Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,085,304 E634,924;

Thence easterly in a straight line to the intersection point of the southern Bank of an unnamed stream with the eastern Bank of another unnamed stream which is in the vicinity of Map Scale Coordinate N6,085,951 E638,009;

Thence northeasterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,089,633 E642,572;

Thence northeasterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,092,026 E644,116;

Thence northerly in a straight line to the intersection point of the Bank of an unnamed pond with the western Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,094,227 E644,674;

Thence northwesterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,097,129 E641,269;

Thence northwesterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,098,425 E639,136;

Thence northwesterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,099,687 E638,127;

Thence westerly in a straight line to the intersection point of the southern Bank of an unnamed stream with the eastern Bank of another unnamed stream which is in the vicinity of Map Scale Coordinate N6,099,987 E636,872;

Thence northerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,102,064 E636,173;

Thence northeasterly in a straight line to the intersection point of the Bank of an unnamed pond with the western Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,103,572 E638,387;

Thence westerly in a straight line to the intersection point of the Bank of an unnamed pond with the western Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,103,977 E637,160;

Thence northerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,105,408 E636,611;

Thence northeasterly in a straight line to the intersection point of the Bank of an unnamed pond with the eastern Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,105,750 E636,895;

Thence easterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,105,983 E637,702;

Thence southeasterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,104,089 E639,167;

Thence easterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,104,084 E640,153;

Thence northeasterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,105,446 E642,208;

Thence northeasterly in a straight line to the intersection point of the Bank of an unnamed pond with the northeastern Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,108,187 E644,069;

Thence northeasterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,109,020 E644,460;

Thence northerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,110,252 E644,311;

Thence northeasterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,110,644 E644,882;

Thence easterly in a straight line to the point having Grid Coordinate N6,110,359 E646,227;

Thence northeasterly in a straight line to the intersection point of the Bank of an unnamed pond with the northern Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,111,343 E646,920;

Thence northeasterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,112,939 E649,664;

Thence northeasterly in a straight line to the intersection point of the Bank of an unnamed pond with the northern Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,113,603 E650,386;

Thence northerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,115,210 E650,222;

Thence northeasterly in a straight line to the intersection point of the northern Bank of an unnamed stream with the western Bank of another unnamed stream which is in the vicinity of Map Scale Coordinate N6,116,397 E651,153;

Thence northeasterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,117,120 E651,724;

Thence northeasterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,118,747 E652,584;

Thence northerly in a straight line to the intersection point of the Bank of an unnamed pond with the northern Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,120,399 E652,547;

Thence northeasterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,121,774 E654,252;

Thence northerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,124,140 E654,660;

Thence northeasterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,127,816 E656,549;

Thence northerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,129,440 E656,105;

Thence northerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,131,057 E655,704;

Thence northerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,134,471 E656,163;

Thence northerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,146,907 E656,282;

Thence northerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,149,129 E655,713;

Thence northerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,152,515 E655,218;

Thence northerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,156,973 E654,676;

Thence northerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,162,685 E653,247;

Thence northerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,165,647 E653,681;

Thence northerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,171,435 E654,523;

Thence northerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,174,456 E655,369;

Thence northeasterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,178,324 E659,638;

Thence easterly in a straight line to the intersection point of the Bank of an unnamed pond with the northern Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,178,418 E661,217;

Thence in a general northeasterly direction following the northern Bank of said pond to the intersection point with the eastern Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,178,587 E661,750;

Thence southeasterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,177,974 E662,944;

Thence easterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,177,853 E663,963;

Thence southeasterly in a straight line to the point of commencement;

Containing an area of approximately 1,892.73 square kilometres (730.59 square miles) and shown on map sheet numbers 72, 76, 81, 86, 87 and 93 as illustrated in appendix A-2.

Unless otherwise specified all values are scaled based on the digital National Topographic Series of maps (1:50,000) and being referenced to grid north of the North American Datum 1983 (NAD83) and to the meridian of sixty-three degrees (63°) west longitude, zone twenty (20), of the Universal Transverse Mercator Projection.

PARCEL LIL-15
Bay of Islands to Kaipokok Bay

Labrador Inuit Lands parcel LIL-15 comprises that parcel of land in Newfoundland and Labrador that is bounded as follows:

Beginning at the point on the Shoreline of Bay Of Islands which is closest to Grid Coordinate N6,115,200 E310,842;

Thence in a general easterly direction following the Shoreline of Bay Of Islands and Drunken Harbour to the point that is either on the Shoreline or the northern Bank of an unnamed river which is closest to Grid Coordinate N6,113,736 E339,325;

Thence southerly in a straight line to the point that is either on the southern Bank of said river or on the Shoreline which is closest to Grid Coordinate N6,113,667 E339,309;

Thence in a general southwesterly direction following the Shoreline of Kaipokok Bay (including Igguik Bight, Shoal Cove and English River Bight) to the point that is either on the Shoreline of Kaipokok Bay (English River Bight) or the eastern Bank of English River which is closest to Grid Coordinate N6,094,765 E324,189;

Thence southwesterly in a straight line to the point that is either on the western Bank of said river or on the Shoreline which is closest to Grid Coordinate N6,094,733 E324,152;

Thence in a general southwesterly direction following the Shoreline of Kaipokok Bay to the intersection point with the southwestern Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,089,702 E322,791;

Thence northwesterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,090,778 E320,917;

Thence southwesterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,088,214 E318,029;

Thence southerly in a straight line to the point on the Shoreline of Kaipokok Bay which is closest to Grid Coordinate N6,085,723 E318,516;

Thence in a general southwesterly direction following the Shoreline of Kaipokok Bay to the point that is either on the Shoreline of Kaipokok Bay (Salmon Bight) or the western Bank of an unnamed river which is closest to Grid Coordinate N6,080,997 E315,972;

Thence easterly in a straight line to the point that is either on the eastern Bank of said river or on the Shoreline of Kaipokok Bay (Salmon Bight) which is closest to Grid Coordinate N6,080,985 E316,002;

Thence in a general southwesterly direction following the Shoreline of Kaipokok Bay and the northern Bank of East Micmac Lake to the point which is closest to Grid Coordinate N6,071,264 E305,200;

Thence southwesterly in a straight line to the point on the southern Bank of East Micmac Lake which is closest to Grid Coordinate N6,071,099 E305,066;

Thence in a general easterly direction following the southern Bank of East Micmac Lake to the intersection point which is in the vicinity of Map Scale Coordinate N6,070,433 E307,439 with a line projected due north from the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,069,736 E307,439;

Thence due south to the Summit of a Hill which is in the vicinity of Map Scale Coordinate N6,069,736 E307,439;

Thence southerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,068,210 E306,890;

Thence southwesterly in a straight line to the intersection point of the southeastern Bank of an unnamed stream with the southern Bank of another unnamed stream which is in the vicinity of Map Scale Coordinate N6,066,468 E306,323;

Thence westerly in a straight line to the intersection point of Bank of an unnamed pond with the western Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,067,182 E302,423;

Thence northwesterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,067,740 E301,636;

Thence westerly in a straight line to the intersection point of the Bank of an unnamed pond with the western Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,066,395 E297,097;

Thence northerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,067,442 E296,655;

Thence southwesterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,064,647 E294,094;

Thence southwesterly in a straight line to the intersection point of the Bank of South Brook Pond with the western Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,062,798 E292,874;

Thence proceeding counter-clockwise following the Bank of South Brook Pond to the intersection point with the western Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,061,551 E291,239;

Thence southwesterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,059,630 E286,537;

Thence southerly in a straight line to the intersection point of the eastern Bank of an unnamed pond with the southeastern Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,055,921 E286,502;

Thence in a general westerly direction following the southern Bank of said unnamed pond to the intersection point of the Bank of said pond with the eastern Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,055,789 E282,599;

Thence southwesterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,052,306 E277,318;

Thence westerly in a straight line to the intersection point of the eastern Bank of an unnamed stream with the southwestern Bank of another unnamed stream which is in the vicinity of Map Scale Coordinate N6,053,113 E274,082;

Thence southerly in a straight line to the intersection point of the Bank of an unnamed pond with the western Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,049,798 E273,347;

Thence westerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,049,309 E271,755;

Thence westerly in a straight line to the intersection point of the Bank of an unnamed pond with the western Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,050,326 E268,826;

Thence northwesterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,053,361 E265,113;

Thence southwesterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,050,908 E260,635;

Thence southwesterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,046,635 E256,976;

Thence westerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,045,134 E253,195;

Thence westerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,044,486 E247,782;

Thence westerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,044,962 E244,205;

Thence northerly in a straight line to the intersection point of the Bank of Warrens Lake with the eastern Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,047,265 E243,584;

Thence northerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,049,501 E243,619;

Thence northeasterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,052,453 E249,587;

Thence northerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,057,235 E250,473;

Thence northeasterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,059,599 E252,297;

Thence northeasterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,061,536 E255,372;

Thence easterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,061,310, E262,371;

Thence easterly in a straight line to the intersection point of the northern Bank of an unnamed stream with the western Bank of another unnamed stream which is in the vicinity of Map Scale Coordinate N6,060,141 E266,366;

Thence northeasterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,061,181 E268,184;

Thence easterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,061,494 E269,785;

Thence northeasterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,065,678 E274,650;

Thence easterly in a straight line to the intersection point of the western Bank of an unnamed stream with the northern Bank of another unnamed stream which is in the vicinity of Map Scale Coordinate N6,064,767 E277,125;

Thence easterly in a straight line to the point having Grid Coordinate N6,064,590 E281,564;

Thence northeasterly in a straight line to the intersection point of the western Bank of an unnamed stream with the north Bank of another unnamed stream which is in the vicinity of Map Scale Coordinate N6,066,871 E286,178;

Thence northeasterly in a straight line to the intersection point of the Bank of an unnamed pond with the northeastern Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,069,373 E289,697;

Thence easterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,069,854 E292,898;

Thence northeasterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,070,532 E294,077;

Thence northeasterly in a straight line to the point having Grid Coordinate N6,072,173 E296,704;

Thence northeasterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,075,325 E299,794;

Thence northeasterly in a straight line to the intersection point of the Bank of an unnamed pond with the eastern Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,078,322 E304,222;

Thence northerly in a straight line to the intersection point of the Bank of an unnamed pond with the eastern Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,079,815 E304,720;

Thence northeasterly in a straight line to the intersection point of the Bank of an unnamed pond with the northeastern Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,082,561 E307,778;

Thence northeasterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,084,974 E308,966;

Thence northeasterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,085,860 E309,708;

Thence northeasterly in a straight line to the intersection point of the Bank of an unnamed pond with the northwestern Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,087,718 E312,672;

Thence northerly in a straight line to the intersection point of the Bank of an unnamed pond with the northern Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,089,200 E313,169;

Thence northerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,093,562 E313,701;

Thence northerly in a straight line to the intersection point of the Bank of an unnamed pond with the northern Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,094,356 E313,920;

Thence northerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,096,711 E313,552;

Thence northeasterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,099,414 E315,029;

Thence easterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,099,621 E316,543;

Thence northerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,103,580 E317,625;

Thence northerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,107,365 E318,916;

Thence northwesterly in a straight line to the intersection point of the Bank of an unnamed pond with the western Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,107,878 E318,370;

Thence westerly in a straight line to the intersection point of the southwestern Bank of an unnamed stream with the eastern Bank of another unnamed stream which is in the vicinity of Map Scale Coordinate N6,107,895 E310,969;

Thence northwesterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,109,325 E308,446;

Thence northwesterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,110,537 E307,742;

Thence northerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,112,503 E308,263;

Thence northerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,114,468 E307,995;

Thence northerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,116,697 E308,516;

Thence southeasterly in a straight line to the point of commencement;

Containing an area of approximately 1,314.74 square kilometres (507.49 square miles) and shown on map sheet numbers 81, 82, 87, 88, 93, 94 and 99 as illustrated in appendix A-2.

Unless otherwise specified all values are scaled based on the digital National Topographic Series of maps (1:50,000) and being referenced to grid north of the North American Datum 1983 (NAD83) and to the meridian of fifty-seven degrees (57°) west longitude, zone twenty-one (21), of the Universal Transverse Mercator Projection.

PARCEL LIL-16
Tukialik Bay to Kaipokok Bay

Labrador Inuit Lands parcel LIL-16 comprises that parcel of land in Newfoundland and Labrador that is bounded as follows:

Beginning at the point on the Shoreline of Tukialik Bay which is closest to Grid Coordinate N6,066,906 E408,577;

Thence southerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,064,301 E407,964;

Thence southerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,059,738 E408,836;

Thence southerly in a straight line to the intersection point of the Bank of an unnamed pond with the southern Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,058,386 E408,827;

Thence westerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,056,316 E403,752;

Thence westerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,056,652 E402,252;

Thence northwesterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,065,541 E386,738;

Thence westerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,066,926 E381,497;

Thence westerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,069,150 E371,391;

Thence westerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,070,719 E363,664;

Thence southwesterly in a straight line to the intersection point of the northern Bank of an unnamed stream with the southern Bank of another unnamed stream which is in the vicinity of Map Scale Coordinate N6,067,076 E361,260;

Thence southwesterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,061,411 E352,424;

Thence westerly in a straight line to the intersection point of the western Bank of Big River with the northern Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,061,297 E351,510;

Thence northerly in a straight line to the point on the Bank of Otter Lake Brook which is closest to Grid Coordinate N6,062,670, E351,095;

Thence northerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,066,463 E351,605;

Thence northeasterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,071,816 E356,659;

Thence northeasterly in a straight line to the intersection point of the western Bank of an unnamed stream with the southern Bank of another unnamed stream which is in the vicinity of Map Scale Coordinate N6,078,249 E359,815;

Thence northwesterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,083,183 E354,703;

Thence northwesterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,085,658 E350,294;

Thence westerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,086,084 E343,475;

Thence southerly in a straight line to the intersection point of the Bank of an unnamed pond with the southern Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,082,931 E343,669;

Thence in a general westerly direction following the southern Bank of said pond to the intersection point with the southern Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,083,471 E340,026;

Thence westerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,081,711 E333,620;

Thence southerly in a straight line to the intersection point of the Bank of Makkovik Lake with the southern Bank of Makkovik River which is in the vicinity of Map Scale Coordinate N6,078,992 E332,414;

Thence southwesterly in a straight line to the intersection point of the Bank of an unnamed pond with the southern Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,076,502 E326,489;

Thence southwesterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,074,533 E324,448;

Thence southeasterly in a straight line to the intersection point of the Bank of an unnamed pond with the southeastern Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,069,878 E329,703;

Thence southerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,068,988 E329,641;

Thence southerly in a straight line to the intersection point of the Bank of Jacques Lake with the western Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,067,617 E329,269;

Thence proceeding counter-clockwise following the Bank of Jacques Lake to the intersection point with the western Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,066,927 E332,193;

Thence southerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,062,054 E332,203;

Thence southerly in a straight line to the intersection point of the Bank of White Bear Lake with the northern Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,057,362 E328,876;

Thence proceeding counter-clockwise following the Bank of White Bear Lake to the intersection point with the northern Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,054,493 E324,800;

Thence westerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,054,535 E321,881;

Thence westerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,054,060 E319,476;

Thence westerly in a straight line to the intersection point of the Bank of an unnamed pond with the western Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,052,244 E312,552;

Thence proceeding counter-clockwise following the Bank(s) of said pond and Michinappi Lake to the intersection point which is in the vicinity of Map Scale Coordinate N6,044,898 E310,111 with a line projected from the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,038,679 E310,354 through the Summit of another Hill which is in the vicinity of Map Scale Coordinate N6,043,258 E310,175;

Thence southerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,043,258 E310,175;

Thence southerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,038,679 E310,354;

Thence westerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,038,405 E303,779;

Thence westerly in a straight line to the intersection point of the Bank of an unnamed pond with the western Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,037,143 E293,417;

Thence in a general northerly direction following the western Bank of said pond to the intersection point with the northeastern Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,038,900 E293,001;

Thence northerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,042,490 E292,424;

Thence northerly in a straight line to the intersection point of the Bank of Ghost Lake with the eastern Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,043,455 E292,168;

Thence proceeding counter-clockwise following the Bank of Ghost Lake to the intersection point with the northeastern Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,048,075 E297,282;

Thence northerly in a straight line to the intersection point of the Bank of Lewis Pond with the eastern Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,051,517 E297,661;

Thence proceeding counter-clockwise following the Bank of Lewis Pond to the intersection point with the eastern Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,053,901 E296,120;

Thence northerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,055,849 E296,418;

Thence northeasterly in a straight line to the intersection point of the Bank of an unnamed pond with the northeastern Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,057,374 E298,942;

Thence easterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,057,884 E301,555;

Thence easterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,057,697 E303,520;

Thence northeasterly in a straight line to the intersection point of the southern Bank of an unnamed stream with the western Bank of another unnamed stream which is in the vicinity of Map Scale Coordinate N6,060,374 E308,217;

Thence northerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,063,814 E309,209;

Thence northeasterly in a straight line to the intersection point of the Bank of an unnamed pond with the western Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,065,279 E312,933;

Thence in a general northerly direction following the western Bank of said pond to the intersection point with the western Bank of a stream which is in the vicinity of Map Scale Coordinate N6,065,900 E312,714;

Thence in a general northerly direction following the western Bank of said stream to the intersection point with the southwestern Bank of an unnamed river which is in the vicinity of Map Scale Coordinate N6,066,357 E312,827;

Thence in a general northerly direction following the western Bank of said river to the point that is either on the Bank of said river or on the Shoreline of Kaipokok Bay which is closest to Grid Coordinate N6,070,168 E311,269;

Thence southeasterly in a straight line to the point that is either on the eastern Bank of said river or on the Shoreline of Kaipokok Bay which is closest to Grid Coordinate N6,070,122 E311,303;

Thence in a general northeasterly direction following the Shoreline of Kaipokok Bay to the point that is either on the Shoreline of Kaipokok Bay or the western Bank of an unnamed river which is closest to Grid Coordinate N6,074,159 E318,943;

Thence southeasterly in a straight line to the point that is either on the eastern Bank of said river or on the Shoreline which is closest to Grid Coordinate N6,074,131 E318,968;

Thence in a general northeasterly direction following the Shoreline to the point that is either on the Shoreline or the southern Bank of an unnamed river which is closest to Grid Coordinate N6,074,698 E320,189;

Thence northerly in a straight line to the point that is either on the northern Bank of said river or on the Shoreline which is closest to Grid Coordinate N6,074,744 E320,209;

Thence in a general northeasterly direction following the Shoreline of Kaipokok Bay and Ailik Bay to the point that is either on the Shoreline of Ailik Bay or the northern Bank of an unnamed river which is closest to Grid Coordinate N6,117,236 E357,941;

Thence southerly in a straight line to the point that is either on the southern Bank of said river or on the Shoreline which is closest to Grid Coordinate N6,117,159 E357,909;

Thence in a general southeasterly direction following the Shoreline of Ailik Bay and Makkovik Bay to the point that is either on the Shoreline of Makkovik Bay (Middle Harbour) or the western Bank of Makkovik River which is closest to Grid Coordinate N6,093,868 E346,104;

Thence easterly in a straight line to the point that is either on the eastern Bank of said river or on the Shoreline which is closest to Grid Coordinate N6,093,891 E346,222;

Thence in a general northeasterly direction following the Shoreline of Makkovik Bay to the point which is closest to Grid Coordinate N6,107,373 E359,214;

Thence southwesterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,105,889 E358,324;

Thence southerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,104,362 E357,940;

Thence southerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,100,858 E357,731;

Thence southerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,097,013 E356,613;

Thence easterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,096,839 E357,355;

Thence easterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,096,544 E358,608;

Thence northeasterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,097,462 E359,763;

Thence northerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,100,592 E359,802;

Thence northerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,103,047 E360,528;

Thence northeasterly in a straight line to the point on the western Bank of Makkovik Brook which is closest to Grid Coordinate N6,104,245 E362,267;

Thence in a general northerly direction following the western Bank of Makkovik Brook to the intersection with Moravian Crown Grant (Unitas Fratrum) Vol.64A Fol.125[4] boundary which is in the vicinity of Map Scale Coordinate N6,104,705 E362,440;

Thence in a general northerly direction following said boundary to the point on the Shoreline of Makkovik Harbour which is in the vicinity of Map Scale Coordinate N6,106,563 E362,242;

Thence in a general southeasterly direction following the Shoreline of Makkovik Bay, Ford's Bight, Wild Bight, Big Bight, Meshers Harbour and Adlavik Bay to the point that is either on the Shoreline or the western Bank of Adlavik Brook which is closest to Grid Coordinate N6,082,765 E373,348;

Thence southeasterly in a straight line to the point that is either on the eastern Bank of Adlavik Brook or on the Shoreline of Adlavik Bay which is closest to Grid Coordinate N6,082,608 E373,442;

Thence in a general southerly direction following the Shoreline to the point that is either on the Shoreline or the northern Bank of Big River which is closest to Grid Coordinate N6,078,380 E375,035;

Thence southerly in a straight line to the point that is either on the southern Bank of said river or on the Shoreline which is closest to Grid Coordinate N6,077,995 E375,171;

Thence in a general southeasterly direction following the Shoreline to the point that is either on the Shoreline or the northwestern Bank of an unnamed river which is closest to Grid Coordinate N6,077,674 E376,344;

Thence southeasterly in a straight line to the point that is either on the southeastern Bank of said river or on the Shoreline which is closest to Grid Coordinate N6,077,635 E376,371;

Thence in a general southeasterly direction following the Shoreline to the point that is either on the Shoreline of White Bear Bight or the northern Bank of an unnamed river which is closest to Grid Coordinate N6,075,581 E380,261;

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[4] A copy of Moravian Crown Grant (Unitas Fratrum) Vol.64A Fol.125 is recorded in the Crown Lands Registry at St. John's, Newfoundland and Labrador.

Thence southeasterly in a straight line to the point that is either on the southern Bank of said river or on the Shoreline of White Bear Bight which is closest to Grid Coordinate N6,075,456 E380,370;

Thence in a general easterly direction following the Shoreline of White Bear Bight and Stag Bay to the point that is either on the Shoreline or the northern Bank of an unnamed river which is closest to Grid Coordinate N6,073,730 E385,783;

Thence southerly in a straight line to the point that is either on the southern Bank of said river or on the Shoreline which is closest to Grid Coordinate N6,073,559 E385,762;

Thence in a general southerly direction following the Shoreline to the point that is either on the Shoreline or the northern Bank of Stag Bay Brook which is closest to Grid Coordinate N6,072,050 E385,733;

Thence southerly in a straight line to the point that is either on the southern Bank of Stag Bay Brook or on the Shoreline of Stag Bay which is closest to Grid Coordinate N6,071,969 E385,733;

Thence in a general easterly direction following the Shoreline of Stag Bay, Salmon Bight and Rocky Cove to the point that is either on the Shoreline or the northern Bank of an unnamed river which is closest to Grid Coordinate N6,072,391 E399,932;

Thence southerly in a straight line to the point that is either on the southern Bank of said river or on the Shoreline which is closest to Grid Coordinate N6,072,341 E399,960;

Thence in a general southerly direction following the Shoreline to the point that is either on the Shoreline of Pomialuk Bay or the northern Bank of Pomialuk Brook which is closest to Grid Coordinate N6,069,024 E399,111;

Thence southeasterly in a straight line to the point that is either on the southern Bank of Pomialuk Brook or on the Shoreline of Pomialuk Bay which is closest to Grid Coordinate N6,068,950 E399,165;

Thence in a general easterly direction following the Shoreline of Pomialuk Bay and Tukialik Bay to the point of commencement;

Containing an area of approximately 2,456.70 square kilometres (948.29 square miles) and shown on map sheet numbers 82, 83, 88, 89, 93, 94, 95, 99 and 100 as illustrated in appendix A-2.

Unless otherwise specified all values are scaled based on the digital National Topographic Series of maps (1:50,000) and being referenced to grid north of the North American Datum 1983 (NAD83) and to the meridian of fifty-seven degrees (57°) west longitude, zone twenty-one (21), of the Universal Transverse Mercator Projection.

Reserving, nevertheless, out of the above described parcel:
Transfer No. 73955 issued to Department of National Defence (Lab 5, Beachhead);
Lease No. 32602 issued to Newfoundland Telephone Company; and
Grant Vol. 64A Fol. 125 issued to Unitas Fratrum,
as recorded in the Crown Lands Registry at St. John's, Newfoundland and Labrador.

PARCEL LIL-17
Lake Michael – Big Brook

Labrador Inuit Lands parcel LIL-17 comprises that parcel of land in Newfoundland and Labrador that is bounded as follows:

Beginning at the point on the Summit of the Hill (approximately 1000 metres east from the southern limit of Lake Michael) which is in the vicinity of Map Scale Coordinate N6,044,894 E404,774;

Thence westerly in a straight line to the intersection point of the northern Bank of an unnamed river with the western Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,044,639 E402,100;

Thence northerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,048,083 E401,812;

Thence northwesterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,049,577 E398,405;

Thence northeasterly in a straight line to the intersection point of the Bank of an unnamed pond with the eastern Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,054,753 E402,536;

Thence easterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,055,179 E403,827;

Thence easterly in a straight line to the intersection point of the Bank of an unnamed pond with the eastern Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,056,183 E409,674;

Thence easterly in a straight line to the intersection point of the Bank of an unnamed pond with the western Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,055,626 E417,329;

Thence southerly in a straight line to the intersection point of the Bank of an unnamed pond with the southern Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,051,416 E417,004;

Thence southerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,049,165 E416,431;

Thence southwesterly in a straight line to the intersection point of the southern Bank of an unnamed river with the western Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,047,898 E415,727;

Thence northwesterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,050,449 E409,281;

Thence southwesterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,047,502 E406,247;

Thence southwesterly in a straight line to the point of commencement;

Containing an area of approximately 126.80 square kilometres (48.94 square miles) and shown on map sheet number 95 as illustrated in appendix A-2.

Unless otherwise specified all values are scaled based on the digital National Topographic Series of maps (1:50,000) and being referenced to grid north of the North American Datum 1983 (NAD83) and to the meridian of fifty-seven degrees (57°) west longitude, zone twenty-one (21), of the Universal Transverse Mercator Projection.

PARCEL LIL-18
Kettle Bay (Tilt Cove)

Labrador Inuit Lands parcel LIL-18 comprises that parcel of land in Newfoundland and Labrador that is bounded as follows:

Beginning at the point on the Shoreline of Kettle Bay (Tilt Cove) which is closest to Grid Coordinate N6,072,950 E420,296;

Thence in a general northerly direction following the Shoreline of Kettle Bay (Tilt Cove) to the point which is closest to Grid Coordinate N6,075,363 E421,812;

Thence due north 200 metres from the Shoreline to the point which is closest to Grid Coordinate N6,075, 564 E421,812;

Thence in a general southerly direction maintaining a 200 metre buffer from the Shoreline to the point due south from the beginning point which is closest to Grid Coordinate N6,072,749 E420,296;

Thence due north to the point of commencement;

Containing an area of approximately 1.54 square kilometres (0.59 square miles) and shown on map sheet number 89 as illustrated in appendix A-2.

Unless otherwise specified all values are scaled based on the digital National Topographic Series of maps (1:50,000) and being referenced to grid north of the North American Datum 1983 (NAD83) and to the meridian of fifty-seven degrees (57°) west longitude, zone twenty-one (21), of the Universal Transverse Mercator Projection.

PARCEL LIL-19
Jeanette Bay to Byron Bay

Labrador Inuit Lands parcel LIL-19 comprises that parcel of land in Newfoundland and Labrador that is bounded as follows:

Beginning at the intersection point of the Shoreline of Jeanette Bay which is in the vicinity of Map Scale Coordinate N6,071,293 E442,933 with a line projected due south from the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,072,334 E442,933;

Thence in a general southwesterly direction following the Shoreline of Jeanette Bay to the point that is either on the Shoreline or the northern Bank of an unnamed river which is closest to Grid Coordinate N6,065,540 E431,247;

Thence southeasterly in a straight line to the point that is either on the southern Bank of said river or on the Shoreline which is closest to Grid Coordinate N6,065,378 E431,352;

Thence in a general easterly direction following the Shoreline of Jeanette Bay, Mostyn Cove and Ship Harbour to the point that is either on the Shoreline or the northern Bank of Big Brook which is closest to Grid Coordinate N6,059,795 E449,492;

Thence southerly in a straight line to the point that is either on the southern Bank of said brook or on the Shoreline which is closest to Grid Coordinate N6,059,715 E449,477;

Thence in a general southeasterly direction following the Shoreline to the point that is either on the Shoreline of Byron Bay or the western Bank of an unnamed river which is in the vicinity of Map Scale Coordinate N6,054,927 E453,547;

Thence northeasterly in a straight line to the point that is either on the eastern Bank of said river or on the Shoreline which is closest to Grid Coordinate N6,054,955 E453,589;

Thence in a general easterly direction following the Shoreline to the point that is either on the Shoreline or the western Bank of an unnamed river which is closest to Grid Coordinate N6,054,793 E462,475;

Thence northeasterly in a straight line to the point that is either on the eastern Bank of said river or on the Shoreline which is closest to Grid Coordinate N6,054,830 E462,564;

Thence in a general northeasterly direction following the Shoreline of Byron Bay to the intersection point which is in the vicinity of Map Scale Coordinate N6,057,276 E463,823 with the line projected due north from the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,056,973 E463,823;

Thence due south to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,056,973 E463,823;

Thence southerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,055,844 E463,892;

Thence southwesterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,053,166 E461,570;

Thence westerly in a straight line to the intersection point of the Bank of an unnamed pond with the eastern Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,052,097 E453,294;

Thence northwesterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,057,190 E447,748;

Thence westerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,059,845 E438,507;

Thence northwesterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,061,287 E435,839;

Thence southwesterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,058,559 E432,306;

Thence westerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,058,176 E428,613;

Thence northwesterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,059,880 E425,369;

Thence northwesterly in a straight line to the intersection point of the northern Bank of an unnamed stream with the southern Bank of another unnamed stream which is in the vicinity of Map Scale Coordinate N6,068,685 E421,103;

Thence in a general northeasterly direction following the western Bank of said stream to the intersection point with the Bank of Tilt Cove Pond which is in the vicinity of Map Scale Coordinate N6,069,150 E422,116;

Thence in a general northerly direction following the western Bank of Tilt Cove Pond to the intersection point with the western Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,074,680 E424,181;

Thence in a general northeasterly direction following the western Bank of said unnamed stream to the intersection point with the western Bank of another unnamed stream which is in the vicinity of Map Scale Coordinate N6,075,635 E424,941;

Thence southeasterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,070,176 E427,746;

Thence southeasterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,069,096 E430,149;

Thence easterly in a straight line to the intersection point of the eastern Bank of an unnamed stream with the northern Bank of another unnamed stream which is in the vicinity of Map Scale Coordinate N6,069,482 E432,577;

Thence northeasterly in a straight line to the intersection point of the Bank of an unnamed pond with the eastern Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,071,348 E436,823;

Thence northeasterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,072,248 E438,486;

Thence easterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,072,334 E442,933;

Thence due south to the point of commencement;

Containing an area of approximately 266.49 square kilometres (102.87 square miles) and shown on map sheet numbers 89, 90, 95 and 96 as illustrated in appendix A-2.

Unless otherwise specified all values are scaled based on the digital National Topographic Series of maps (1:50,000) and being referenced to grid north of the North American Datum 1983 (NAD83) and to the meridian of fifty-seven (57°) west longitude, zone twenty-one (21), of the Universal Transverse Mercator Projection.

Reserving, nevertheless, out of the above described parcel:
Grant Vol. 182 Fol. 63 issued to Steve Arthur Tooktoshina,
as recorded in the Crown Lands Registry at St. John's, Newfoundland and Labrador.

PARCEL LIL-20
Double Mer to North of Alliuk Bight

Labrador Inuit Lands parcel LIL-20 comprises that parcel of land in Newfoundland and Labrador that is bounded as follows:

Beginning at the point that is either on the Shoreline of Double Mer or on the western Bank of Partridge Point Brook which is closest to Grid Coordinate N5,990,632 E336,040;

Thence in a general northerly direction following the western Bank of Partridge Point Brook to the intersection point with the western Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N5,996,322 E336,760;

Thence southeasterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N5,994,673 E337,843;

Thence easterly in a straight line to the Bank of an unnamed pond which is closest to Grid Coordinate N5,996,698 E343,823;

Thence in a general easterly direction following the northern Bank of said pond to the intersection point with the eastern Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N5,999,045 E350,173;

Thence easterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,008,775 E384,379;

Thence easterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,013,754 E399,387;

Thence northeasterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,016,434 E405,294;

Thence northerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,021,376 E404,066;

Thence westerly in a straight line to the intersection point of the southern Bank of Tom Luscombe Brook with the eastern Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,022,469 E399,723;

Thence northerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,029,855 E402,432;

Thence northwesterly in a straight line to the intersection point of the Bank of an unnamed pond with the eastern Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,033,185 E399,915;

Thence northerly in a straight line to the intersection point of the Bank of Tom Luscombes Pond with the northern Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,033,690 E400,080;

Thence proceeding clockwise following the Bank of Tom Luscombes Pond to the intersection point of the Bank of said pond which is in the vicinity of Map Scale Coordinate N6,033,939 E403,993 with a line projected due north from the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,032,660 E403,993;

Thence due south to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,032,660 E403,993;

Thence southerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,028,160 E404,904;

Thence southwesterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,026,963 E403,549;

Thence southwesterly in a straight line to the point having Grid Coordinate N6,023,985 E402,040;

Thence easterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,023,096 E406,769;

Thence easterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,024,112 E410,820;

Thence easterly in a straight line to the intersection point of the eastern Bank of Fox Cove Brook with the southeastern Bank of a tributary which is in the vicinity of Map Scale Coordinate N6,028,275 E428,548;

Thence easterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,028,783 E434,083;

Thence easterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,028,913 E440,473;

Thence northeasterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,031,455 E445,736;

Thence easterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,031,610 E446,291;

Thence northeasterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,031,850 E446,829;

Thence northeasterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,032,119 E447,287;

Thence northeasterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,032,390 E447,788;

Thence northeasterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,032,593 E448,290;

Thence northeasterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,032,824 E448,717;

Thence northeasterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,033,081 E449,137;

Thence northeasterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,033,515 E449,815;

Thence northeasterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,033,576 E449,896;

Thence northeasterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,033,759 E450,371;

Thence northeasterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,034,071 E450,649;

Thence northeasterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,034,451 E451,218;

Thence easterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,034,464 E451,815;

Thence easterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,034,403 E452,208;

Thence easterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,034,390 E452,391;

Thence easterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,034,269 E452,784;

Thence northwesterly in a straight line to the intersection point of the northern Bank of an unnamed stream with the western Bank of another unnamed stream which is in the vicinity of Map Scale Coordinate N6,035,515 E453,482;

Thence northerly in a straight line to the intersection point of the northeastern Bank of an unnamed stream with the western Bank of another unnamed stream which is in the vicinity of Map Scale Coordinate N6,037,605 E453,487;

Thence northeasterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,038,676 E454,707;

Thence easterly in a straight line to the intersection point of the Bank of an unnamed pond with the northern Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,041,805 E463,219;

Thence northeasterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,042,613 E463,665;

Thence easterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,043,338 E468,467;

Thence northeasterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,045,649 E471,174;

Thence northerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,047,101 E471,645;

Thence northerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,048,281 E471,266;

Thence northerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,050,161 E470,438;

Thence easterly in a straight line to the intersection point of the southern Bank of an unnamed stream with the Shoreline which is in the vicinity of Map Scale Coordinate N6,050,268 E471,782;

Thence in a general southerly direction following the Shoreline to the point that is either on the Shoreline of Alliuk Bight or the northern Bank of an unnamed river which is closest to Grid Coordinate N6,041,579 E474,176;

Thence southerly in a straight line to the point that is either on the southern Bank of said river or on the Shoreline which is closest to Grid Coordinate N6,041,446 E474,146;

Thence in a general westerly direction following the Shoreline to the point that is either on the Shoreline of Pottles Bay or the northern Bank of an unnamed river which is closest to Grid Coordinate N6,037,310 E454,249;

Thence southeasterly in a straight line to the point that is either on the southern Bank of said river or on the Shoreline which is closest to Grid Coordinate N6,037,250 E454,312;

Thence in a general easterly direction following the Shoreline to the point that is either on the Shoreline or the western Bank of an unnamed river which is closest to Grid Coordinate N6,036,063 E462,965;

Thence easterly in a straight line to the point that is either on the eastern Bank of said river or on the Shoreline of which is closest to Grid Coordinate N6,036,044 E463,024;

Thence in a general southwesterly direction following the Shoreline of Pottles Bay, Queens Bight, Rattlers Bight, Bluf Head Cove, Black Island Tickle and Rocky Cove to the point that is either on the Shoreline of Rocky Cove or the eastern Bank of Trouting Brook which is closest to Grid Coordinate N6,028,360 E444,124;

Thence westerly in a straight line to the point that is either on the western Bank of Trouting Brook or on the Shoreline which is closest to Grid Coordinate N6,028,363 E444,084;

Thence in a general westerly direction following the Shoreline of Rocky Cove and Fox Cove to the point that is either on the Shoreline of Fox Cove or the eastern Bank of Corner Brook which is closest to Grid Coordinate N6,026,934 E431,028;

Thence westerly in a straight line to the point that is either on the western Bank of said brook or on the Shoreline which is closest to Grid Coordinate N6,026,959 E430,981;

Thence in a general westerly direction following the Shoreline to the point that is either on the Shoreline or the eastern Bank of an unnamed river which is closest to Grid Coordinate N6,026,974 E430,732;

Thence southwesterly in a straight line to the point that is either on the western Bank of said river or on the Shoreline which is closest to Grid Coordinate N6,026,818 E430,462;

Thence in a general westerly direction following the Shoreline to the point that is either on the Shoreline or the eastern Bank of Fox Cove Brook which is closest to Grid Coordinate N6,026,664 E429,473;

Thence westerly in a straight line to the point that is either on the western Bank of said brook or on the Shoreline of Fox Cove which is closest to Grid Coordinate N6,026,634 E429,335;

Thence in a general westerly direction following the Shoreline to the point that is either on the Shoreline or the northeastern Bank of Tom Luscombe Brook which is closest to Grid Coordinate N6,023,227 E420,623;

Thence southwesterly in a straight line to the point that is either on the southwestern Bank of said brook or on the Shoreline which is closest to Grid Coordinate N6,023,030 E420,458;

Thence in a general southwesterly direction following the Shoreline to the point that is either on the Shoreline of The Channel or the northern Bank of Goose Brook which is closest to Grid Coordinate N6,018,491 E416,221;

Thence southerly in a straight line to the point that is either on the southern Bank of said brook or on the Shoreline which is closest to Grid Coordinate N6,018,447 E416,220;

Thence in a general southerly direction following the Shoreline of The Channel and Ticoralak Bight to the point that is either on the Shoreline or the northern Bank of an unnamed river which is closest to Grid Coordinate N6,015,254 E417,833;

Thence southerly in a straight line to the point that is either on the southern Bank of said river or on the Shoreline which is closest to Grid Coordinate N6,015,161 E417,812;

Thence in a general southerly direction following the Shoreline to the point that is either on the Shoreline or the northern Bank of an unnamed river which is closest to Grid Coordinate N6,014,972 E417,828;

Thence southerly in a straight line to the point that is either on the southern Bank of said river or on the Shoreline which is closest to Grid Coordinate N6,014,880 E417,826;

Thence in a general southwesterly direction following Shoreline of Ticoralak Bight, The Narrows and Double Mer to the point that is either on the Shoreline or the eastern Bank of an unnamed river which is closest to Grid Coordinate N6,001,210 E380,073;

Thence westerly in a straight line to the point that is either on the western Bank of said river or on the Shoreline which is closest to Grid Coordinate N6,001,240 E379,970;

Thence in a general easterly direction following Shoreline to the point that is either on the Shoreline or the eastern Bank of Partridge Point Brook which is closest to Grid Coordinate N5,990,569 E336,116;

Thence northwesterly in a straight line to the point of commencement;

Containing an area of approximately 1,082.46 square kilometres (417.83 square miles) and shown on map sheet numbers 96, 101, 102, 105 and 106 as illustrated in appendix A-2.

Unless otherwise specified all values are scaled based on the digital National Topographic Series of maps (1:50,000) and being referenced to grid north of the North American Datum 1983 (NAD83) and to the meridian of fifty-seven degrees (57°) west longitude, zone twenty-one (21), of the Universal Transverse Mercator Projection.

Reserving, nevertheless, out of the above described parcel:
Grant Vol. 180 Fol. 64 issued to Gerald Groves,
as recorded in the Crown Lands Registry at St. John's, Newfoundland and Labrador.

PARCEL LIL-21

Double Mer-Rigolet-Valley Bay

Labrador Inuit Lands parcel LIL-21 comprises that parcel of land in Newfoundland and Labrador that is bounded as follows:

Beginning at the most northerly point of Staves Point (Coleys Arm) on the Shoreline of Double Mer which is in the vicinity of Map Scale Coordinate N5,986,554 E338,964;

Thence in a general easterly direction following the Shoreline to the point that is either on the Shoreline or the southern Bank of an unnamed river which is closest to Grid Coordinate N5,998,619 E390,425;

Thence northeasterly in a straight line to the point that is either on the northern Bank of said river or on the Shoreline which is closest to Grid Coordinate N5,998,672 E390,469;

Thence in a general easterly direction following the Shoreline of Double Mer and Hamilton Inlet (The Narrows) to the point on the Shoreline of Hamilton Inlet which is closest to Grid Coordinate N6,006,243 E407,999;

Thence westerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,006,699 E406,193;

Thence southwesterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,006,271 E405,190;

Thence westerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,005,289 E401,190;

Thence westerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,005,419 E400,381;

Thence westerly in a straight line to the point having Grid Coordinate N6,005,274 E399,141;

Thence southwesterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,004,359 E397,961;

Thence southerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,003,395 E397,764;

Thence southerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,001,320 E398,041;

Thence easterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,001,745 E399,940;

Thence northeasterly in a straight line to the point having Grid Coordinate N6,003,050 E402,690;

Thence southeasterly in a straight line to the most easterly point of Strathcona Point on the Shoreline of Hamilton Inlet which is in the vicinity of Map Scale Coordinate N6,001,387 E405,679;

Thence in a general southwesterly direction following the Shoreline of Hamilton Inlet, Molioch Cove, Cul-de-Sac, Big Pot Cove and Big Valley to the point on the Shoreline of Lake Melville (Red Cliff) which is closest to Grid Coordinate N5,980,334 E367,842;

Thence northwesterly in a straight line to the intersection point of the Bank of an unnamed pond with the southwestern Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N5,981,378 E367,042;

Thence northwesterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N5,981,683 E366,582;

Thence westerly in a straight line to the intersection point of the Bank of an unnamed pond with the western Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N5,981,769 E365,747;

Thence in a general northwesterly direction following the western Bank of said pond to the intersection point of the northeastern Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N5,982,202 E365,188;

Thence northeasterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N5,984,264 E366,552;

Thence northwesterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N5,986,533 E361,554;

Thence westerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N5,986,358 E352,101;

Thence westerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N5,984,903 E348,442;

Thence westerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N5,981,519 E338,247;

Thence northerly in a straight line to the point of commencement;

Containing an area of approximately 451.34 square kilometres (174.22 square miles) and shown on map sheet numbers 105, 106, 111 and 112 as illustrated in appendix A-2.

Unless otherwise specified all values are scaled based on the digital National Topographic Series of maps (1:50,000) and being referenced to grid north of the North American Datum 1983 (NAD83) and to the meridian of fifty-seven degrees (57°) west longitude, zone twenty-one (21), of the Universal Transverse Mercator Projection.

Reserving, nevertheless, out of the above described parcel;
Lease No. 35159 issued to Newfoundland Telephone Company,
as recorded in the Crown Lands Registry at St. John's, Newfoundland and Labrador.

PARCEL LIL-22
Mulligan Bay

Labrador Inuit Lands parcel LIL-22 comprises that parcel of land in Newfoundland and Labrador that is bounded as follows:

Beginning at the point on the Shoreline of Mulligan Bay having Grid Coordinate N5,970,388 E312,848;

Thence northerly in a straight line to the point having Grid Coordinate N5,971,467 E313,122;

Thence easterly in a straight line to the point having Grid Coordinate N5,971,430 E315,855;

Thence southerly in a straight line to the point having Grid Coordinate N5,970,595 E316,211;

Thence southeasterly in a straight line to the point having Grid Coordinate N5,970,208 E317,202;

Thence southerly in a straight line to the point on the Shoreline of Mulligan Bay which is closest to Grid Coordinate N5,969,378 E317,135;

Thence in a general westerly direction following the Shoreline to the point of commencement;

Containing an area of approximately 4.84 square kilometres (1.87 square miles) and shown on map sheet number 111 as illustrated in appendix A-2.

Unless otherwise specified all values are scaled based on the digital National Topographic Series of maps (1:50,000) and being referenced to grid north of the North American Datum 1983 (NAD83) and to the meridian of fifty-seven degrees (57°) west longitude, zone twenty-one (21), of the Universal Transverse Mercator Projection.

PARCEL LIL-23
Mulligan Bay

Labrador Inuit Lands parcel LIL-23 comprises that parcel of land in Newfoundland and Labrador that is bounded as follows:

Beginning at the intersection point of the Shoreline of Mulligan Bay with the western Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N5,970,078 E311,173;

Thence in a general southerly direction following the Shoreline to the point that is either on the Shoreline or the northern Bank of Mulligan River which is closest to Grid Coordinate N5,968,007 E309,850;

Thence southeasterly in a straight line to the point that is either on the southern Bank of said river or on the Shoreline which is closest to Grid Coordinate N5,967,633 E310,135;

Thence in a general southeasterly direction following the Shoreline to the point which is closest to Grid Coordinate N5,966,633 E311,531;

Thence southwesterly in a straight line to the point having Grid Coordinate N5,966,216 E311,159;

Thence northwesterly in a straight line to the point on the northern Bank of Mulligan River which is closest to Grid Coordinate N5,967,184 E308,813;

Thence in a general northerly direction following the Bank of Mulligan River to the point on the Bank of said river which is closest to Grid Coordinate N5,967,689 E308,700;

Thence northerly in a straight line to the point on the Bank of an unnamed island which is closest to Grid Coordinate N5,967,755 E308,687;

Thence in a general northerly direction following the western Bank of said island to the point on the Bank of said island which is closest to Grid Coordinate N5,968,186 E308,889;

Thence northerly in a straight line to the point on the Bank of Mulligan River which is closest to Grid Coordinate N5,968,231 E308,852;

Thence in a general northerly direction following the Bank of Mulligan River to the point on the northern Bank of said river which is closest to Grid Coordinate N5,970,514 E307,516;

Thence northeasterly in a straight line to the point having Grid Coordinate N5,970,915 E307,775;

Thence southeasterly in a straight line to the point having Grid Coordinate N5,969,944 E309,693;

Thence easterly in a straight line to the point of commencement;

Containing an area of approximately 8.00 square kilometres (3.09 square miles) and shown on map sheet number 111 as illustrated in appendix A-2.

Unless otherwise specified all values are scaled based on the digital National Topographic Series of maps (1:50,000) and being referenced to grid north of the North American Datum 1983 (NAD83) and to the meridian of fifty-seven degrees (57°) west longitude, zone twenty-one (21), of the Universal Transverse Mercator Projection.

Reserving, nevertheless, out of the above described parcel:
Licence No. 115368 issued to the Department of Forest Res. and Agrifoods;
Grant Vol. 156 Fol. 22 issued to James Baikie;
Grant Vol. 161Fol. 59 issued to Earl Baikie;
Grant Vol. 157 Fol. 62 issued to George Chaulk;
Grant Vol. 172 Fol. 64 issued to Hector Baikie;
Grant Vol. 156 Fol. 56 issued to Henry W. Baikie;
Grant Vol. 156 Fol. 59 issued to Judson L. Blake;
Grant Vol. 156 Fol. 28 issued to Maude Chaulk;
Grant Vol. 156 Fol. 143 issued to Morris Chaulk; and
Grant Vol. 156 Fol. 89 issued to Wilbert E. Baikie,
as recorded in the Crown Lands Registry at St. John's, Newfoundland and Labrador.

PARCEL LIL-24
Sebaskachu Bay

Labrador Inuit Lands parcel LIL-24 comprises that parcel of land in Newfoundland and Labrador that is bounded as follows:

Beginning at the point on the Shoreline of Sebaskachu Bay which is closest to Grid Coordinate N5,964,844 E308,405;

Thence northeasterly in a straight line to the point having Grid Coordinate N5,965,995 E309,012;

Thence easterly in a straight line to the point having Grid Coordinate N5,964,883 E312,901;

Thence southerly in a straight line to the point on the Shoreline of Sebaskachu Bay which is closest to Grid Coordinate N5,963,647 E312,844;

Thence in a general westerly direction following the Shoreline to the point of commencement;

Containing an area of approximately 5.25 square kilometres (2.03 square miles) and shown on map sheet number 111 as illustrated in appendix A-2.

Unless otherwise specified all values are scaled based on the digital National Topographic Series of maps (1:50,000) and being referenced to grid north of the North American Datum 1983 (NAD83) and to the meridian of fifty-seven degrees (57°) west longitude, zone twenty-one (21), of the Universal Transverse Mercator Projection.

PARCEL LIL-25
Frenchman Point (Lake Melville) to Snook Cove (Groswater Bay)

Labrador Inuit Lands parcel LIL-25 comprises that parcel of land in Newfoundland and Labrador that is bounded as follows:

Beginning at the point on the Shoreline of Lake Melville (Frenchman Point) which is closest to Grid Coordinate N5,972,189 E374,464;

Thence in a general easterly direction following the Shoreline to the point that is either on the Shoreline or the southern Bank of Otter Brook which is closest to Grid Coordinate N5,972,816 E378,346;

Thence northerly in a straight line to the point that is either on the northern Bank of said brook or on the Shoreline which is closest to Grid Coordinate N5,972,863 E378,356;

Thence in a general northeasterly direction following the Shoreline to the point that is either on the Shoreline or the southern Bank of Grants Brook which is closest to Grid Coordinate N5,985,839 E400,756;

Thence northerly in a straight line to the point that is either on the northern Bank of said brook or on the Shoreline which is closest to Grid Coordinate N5,985,891 E400,767;

Thence in a general easterly direction following the Shoreline to the point that is either on the Shoreline of Lake Melville (The Backway) or the western Bank of Main Brook which is closest to Grid Coordinate N5,992,279 E443,390;

Thence easterly in a straight line to the point that is either on the eastern Bank of said brook or on the Shoreline which is closest to Grid Coordinate N5,992,229 E443,552;

Thence in a general northerly direction following the Shoreline of Lake Melville (The Backway), Pike (Back) Run, The Narrows, Turner's Bight, Connock Cove and Groswater Bay to the point that is either on the Shoreline or the western Bank of an unnamed river which is closest to Grid Coordinate N6,007,589 E439,720;

Thence easterly in a straight line to the point that is either on the eastern Bank of said river or on the Shoreline which is closest to Grid Coordinate N6,007,585 E439,771;

Thence in a general easterly direction following the Shoreline to the point that is either on the Shoreline of Snook Cove or the western Bank of an unnamed river which is closest to Grid Coordinate N6,005,242 E448,556;

Thence easterly in a straight line to the point that is either on the eastern Bank of said river or on the Shoreline which is closest to Grid Coordinate N6,005,217 E448,610;

Thence in a general easterly direction following the Shoreline to the point on the Shoreline of Snook Cove which is closest to Grid Coordinate N6,004,830 E449,056;

Thence southeasterly in a straight line to the intersection point of the Bank of an unnamed pond with the western Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,002,955 E451,226;

Thence westerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,004,598 E432,763;

Thence westerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,005,422 E426,142;

Thence westerly in a straight line to the intersection point of the Bank of an unnamed pond with the western Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,005,415 E425,064;

Thence southwesterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,003,706 E423,785;

Thence southerly in a straight line to the intersection point of the Bank of an unnamed pond with the northern Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,002,320 E423,394;

Thence easterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,001,807 E426,790;

Thence easterly in a straight line to the intersection point of the Bank of an unnamed pond with the northern Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N5,997,563 E448,186;

Thence easterly in a straight line to the intersection point of the southeastern Bank of an unnamed stream with the western Bank of another unnamed stream which is in the vicinity of Map Scale Coordinate N5,996,836 E451,028;

Thence southeasterly in a straight line to the intersection point of the southern Bank of an unnamed stream with the eastern Bank of another unnamed stream which is in the vicinity of Map Scale Coordinate N5,996,301 E451,734;

Thence southerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N5,993,187 E451,393;

Thence southwesterly in a straight line to the intersection point of the eastern Bank of an unnamed stream with the southwestern Bank of another unnamed stream which is in the vicinity of Map Scale Coordinate N5,989,423 E447,901;

Thence westerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N5,988,835 E445,919;

Thence westerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N5,989,601 E440,051;

Thence westerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N5,991,155 E435,173;

Thence westerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N5,992,280 E427,125;

Thence westerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N5,990,344 E420,476;

Thence westerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N5,986,352 E410,090;

Thence westerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N5,984,648 E403,240;

Thence westerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N5,981,392 E395,122;

Thence westerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N5,979,146 E389,002;

Thence westerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N5,977,512 E381,660;

Thence southerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N5,975,550 E381,510;

Thence southwesterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N5,971,776 E379,188;

Thence southwesterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N5,971,219 E378,503;

Thence westerly in a straight line to the point of commencement;

Containing an area of approximately 561.57 square kilometres (216.77 square miles) and shown on map sheet numbers 106, 107 and 112 as illustrated in appendix A-2.

Unless otherwise specified all values are scaled based on the digital National Topographic Series of maps (1:50,000) and being referenced to grid north of the North American Datum 1983 (NAD83) and to the meridian of fifty-seven degrees (57°) west longitude, zone twenty-one (21), of the Universal Transverse Mercator Projection.

PARCEL LIL-26
Flatwater Point to Broomfields Bight

Labrador Inuit Lands parcel LIL-26 comprises that parcel of land in Newfoundland and Labrador that is bounded as follows:

Beginning at the point on the Shoreline of Groswater Bay (Flatwater Point) which is which is closest to Grid Coordinate N6,006,333 E459,513;

Thence in a general southerly direction following the Shoreline to the point that is either on the Shoreline or the northern Bank of an unnamed river which is closest to Grid Coordinate N6,005,452 E459,172;

Thence southerly in a straight line to the point that is either on the southern Bank of said river or on the Shoreline which is closest to Grid Coordinate N6,005,373 E459,174;

Thence in a general southerly direction following the Shoreline to the point that is either on the Shoreline of Flatwater Cove or the western Bank of Flatwater Brook which is closest to Grid Coordinate N6,003,036 E459,991;

Thence southeasterly in a straight line to the point that is either on the eastern Bank of Flatwater (Partridge) Brook or on the Shoreline which is closest to Grid Coordinate N6,002,793 E460,270;

Thence in a general southeasterly direction following the Shoreline to the point that is either on the Shoreline or the western Bank of an unnamed river which is closest to Grid Coordinate N6,002,642 E460,818;

Thence easterly in a straight line to the point that is either on the eastern Bank of said river or on the Shoreline which is closest to Grid Coordinate N6,002,629 E460,878;

Thence in a general southeasterly direction following the Shoreline to the point that is either on the Shoreline or the southern Bank of an unnamed river which is closest to Grid Coordinate N6,002,380 E461,493;

Thence northerly in a straight line to the point that is either on the northern Bank of said river or on the Shoreline which is closest to Grid Coordinate N6,002,458 E461,440;

Thence in a general easterly direction following the Shoreline of Flatwater Cove and Broomfields Bight to the intersection point of the Shoreline with the western Bank at the mouth of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,003,353 E464,409;

Thence in a general southerly direction following the western Bank of said unnamed stream to the intersection point with the northern Bank of another unnamed stream which is in the vicinity of Map Scale Coordinate N6,002,906 E464,576;

Thence in a general southwesterly direction following the Bank of said stream, proceeding beyond two tributaries to the intersection point with the western Bank of another unnamed stream which is in the vicinity of Map Scale Coordinate N6,001,799 E464,012;

Thence southwesterly in a straight line to the intersection point of the eastern Bank of an unnamed stream with the southwestern Bank of another unnamed stream which is in the vicinity of Map Scale Coordinate N6,000,007 E462,728;

Thence westerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N5,999,502 E457,745;

Thence westerly in a straight line to the point on the Bank of Flatwater Brook which is closest to Grid Coordinate N5,999,343 E452,039;

Thence in a general northeasterly direction following the western Bank of Flatwater Brook to the intersection point of the northern Bank of a tributary which is in the vicinity of Map Scale Coordinate N6,002,504 E456,799;

Thence northerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,003,412 E456,859;

Thence northeasterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,004,897 E457,737;

Thence northeasterly in a straight line to the point of commencement;

Containing an area of approximately 44.32 square kilometres (17.11 square miles) and shown on map sheet number 107 as illustrated in appendix A-2.

Unless otherwise specified all values are scaled based on the digital National Topographic Series of maps (1:50,000) and being referenced to grid north of the North American Datum 1983 (NAD83) and to the meridian of fifty-seven (57°) west longitude, zone twenty-one (21), of the Universal Transverse Mercator Projection.

PARCEL LIL-27
Strange Lake

Labrador Inuit Lands parcel LIL-27 comprises that parcel of land in Newfoundland and Labrador that is bounded as follows:

Beginning at the point having Grid Coordinate N6,243,387 E434,780;

Thence due south to the point having Grid Coordinate N6,238,985 E434,780;

Thence due west to the intersection point with the Jurisdictional Boundary;

Thence in a general northerly direction following said boundary to the intersection point with a line projected due west from Grid Coordinate N6,243,387 E434,780;

Thence due east to the point of commencement;

Containing an area of approximately 18.39 square kilometres (7.10 square miles) and shown on map sheet number 57 as illustrated in appendix A-2.

Unless otherwise specified all values are scaled based on the digital National Topographic Series of maps (1:50,000) and being referenced to grid north of the North American Datum 1983 (NAD83) and to the meridian of sixty-three degrees (63°) west longitude, zone twenty (20), of the Universal Transverse Mercator Projection.

PARCEL LIL-28
Cape Kiglapait – Voisey's Bay
(Islands)

Labrador Inuit Lands parcel LIL-28 comprises all land above the Shoreline of each island in Newfoundland and Labrador surrounded by Tidal Waters lying to the landward of the following boundary:

Beginning at the most easterly point on the Shoreline of Cape Kiglapait which is in the vicinity of Map Scale Coordinate N6,329,404 E599,285;

Thence southeasterly in a straight line to the point offshore having Grid Coordinate N6,324,357 E615,638;

Thence southerly in a straight line to the point offshore having Grid Coordinate N6,304,406 E622,304;

Thence southwesterly in a straight line to the point offshore having Grid Coordinate N6,295,857 E617,154;

Thence westerly in a straight line to the point offshore having Grid Coordinate N6,296,148 E613,026;

Thence southwesterly in a straight line to the point offshore having Grid Coordinate N6,292,078 E611,282;

Thence southeasterly in a straight line to the point offshore having Grid Coordinate N6,290,915 E613,898;

Thence southerly in a straight line to the point offshore having Grid Coordinate N6,287,252 E614,596;

Thence easterly in a straight line to the point offshore having Grid Coordinate N6,289,287 E623,433;

Thence southeasterly in a straight line to the point offshore having Grid Coordinate N6,286,962 E625,585;

Thence southwesterly in a straight line to the point offshore having Grid Coordinate N6,283,590 E622,736;

Thence southeasterly in a straight line to the point offshore having Grid Coordinate N6,278,415 E626,631;

Thence southwesterly in a straight line to the point offshore having Grid Coordinate N6,267,485 E616,282;

Thence southeasterly in a straight line to the point offshore having Grid Coordinate N6,260,043 E629,306;

Thence southerly in a straight line to the point offshore having Grid Coordinate N6,241,264 E626,689;

Thence southeasterly in a straight line to the point offshore having Grid Coordinate N6,239,519 E629,306;

Thence southerly in a straight line to the point offshore having Grid Coordinate N6,229,442 E629,526;

Thence westerly in a straight line to the point on the Shoreline of Voisey's Bay which is closest to Grid Coordinate N6,228,612 E602,870;

Containing an area of approximately 1261.59 square kilometres (486.97 square miles) and shown on map sheet numbers 45, 50, 54, 55, 56, 59, 60, 61, 63, 64 and 65 as illustrated in appendix A-2.

Unless otherwise specified all values are scaled based on the digital National Topographic Series of maps (1:50,000) and being referenced to grid north of the North American Datum 1983 (NAD83) and to the meridian of sixty-three degrees (63°) west longitude, zone twenty (20), of the Universal Transverse Mercator Projection.

PARCEL LIL-29
Flowers Bay to Lake Melville
(Islands)

Labrador Inuit Lands parcel LIL-29 comprises all land above the Shoreline of each island in Newfoundland and Labrador surrounded by Tidal Waters lying to the landward of the following boundary:

Beginning at the intersection point of the Shoreline of Flowers Bay with the southern Bank at the mouth of an unnamed stream flowing into Flowers Bay which is in the vicinity of Map Scale Coordinate N6,192,318 E265,647;

Thence easterly in a straight line to the point offshore having Grid Coordinate N6,197,578 E294,744;

Thence southerly in a straight line to the point offshore having Grid Coordinate N6,188,826 E295,926;

Thence southeasterly in a straight line to the point offshore having Grid Coordinate N6,176,754 E304,331;

Thence southerly in a straight line to the point offshore having Grid Coordinate N6,164,107 E301,540;

Thence southeasterly in a straight line to the point offshore having Grid Coordinate N6,159,193 E307,652;

Thence southeasterly in a straight line to the point offshore having Grid Coordinate N6,153,552 E310,851;

Thence easterly in a straight line to the point offshore having Grid Coordinate N6,152,532 E319,305;

Thence southeasterly in a straight line to the point offshore having Grid Coordinate N6,135,435 E336,588;

Thence easterly in a straight line to the point offshore having Grid Coordinate N6,136,929 E367,728;

Thence southeasterly in a straight line to the point offshore having Grid Coordinate N6,066,117 E484,399;

Thence southerly in a straight line to the point offshore having Grid Coordinate N6,048,344 E489,150;

Thence southeasterly in a straight line to the point offshore having Grid Coordinate N6,046,314 E491,682;

Thence southerly in a straight line to the point offshore having Grid Coordinate N6,040,093 E491,021;

Thence westerly in a straight line to the point offshore having Grid Coordinate N6,039,250 E480,839;

Thence southerly in a straight line to the point on the Shoreline of Groswater Bay which is closest to Grid Coordinate N6,005,648 E468,569;

Containing an area of approximately 637.22 square kilometres (245.97 square miles) and shown on map sheet numbers 68, 72, 76, 77, 81, 82, 83, 88, 89, 90, 96, 101, 102, 106, 107, 111 and 112 as illustrated in appendix A-2.

Unless otherwise specified all values are scaled based on the digital National Topographic Series of maps (1:50,000) and being referenced to grid north of the North American Datum 1983 (NAD83) and to the meridian of fifty-seven degrees (57°) west longitude, zone twenty-one (21), of the Universal Transverse Mercator Projection.

Reserving from the above described boundary any island(s) at Double Mer being west of the straight line from the most northerly point on the Shoreline of Staves Point (Coleys Arm) which is in the vicinity of Map Scale Coordinate N5,986,554 E338,964 to the most southerly point on the Shoreline of Partridge Point which is in the vicinity of Map Scale Coordinate N5,989,993 E336,053;

Also reserving from the above described boundary any island(s) at Lake Melville being west of the straight line(s) from the point on the Shoreline of Frenchman Point which is closest to Grid Coordinate N5,972,189 E374,464 to the point offshore having Grid Coordinate N5,979,740 E376,530 to the point on the Shoreline (Red Cliff) which is closest to Grid Coordinate N5,980,334 E367,842;

Also reserving, nevertheless, out of the above described parcel:
Grant Vol. FS2 Fol. 36 issued to Robert G. Reid; and
Grant Vol. 37 Fol. 24 issued to Isaac Mercer,
as recorded in the Crown Lands Registry at St. John's, Newfoundland and Labrador.

APPENDIX A-3

Written Descriptions

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PARCEL SML-01
Miriam Lake

Specified Material Lands parcel SML-01 comprises that parcel of land being coincident in all respects with Labrador Inuit Lands parcel LIL-01.

PARCEL SML-02
Hebron

Specified Material Lands parcel SML-02 comprises that parcel of land being entirely within Labrador Inuit Lands parcel LIL-04 in Newfoundland and Labrador that is bounded as follows:

Beginning at the intersection point of the Shoreline of Jerusalem Harbour which is in the vicinity of Map Scale Coordinate N6,455,057 E521,467 with a line projected due north from the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,454,668 E521,467;

Thence in a general southerly direction following the Shoreline of Jerusalem Harbour and Hebron Harbour to the intersection point with the eastern Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,449,139 E520,904;

Thence northerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,453,263 E520,526;

Thence northeasterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,454,668 E522,467;

Thence due north to the point of commencement;

Containing an area of approximately 13.23 square kilometres (5.11 square miles) and shown on map sheet number 29 as illustrated in appendix A-2.

Unless otherwise specified all values are scaled based on the digital National Topographic Series of maps (1:50,000) and being referenced to grid north of the North American Datum 1983 (NAD83) and to the meridian of sixty-three degrees (63°) west longitude, zone twenty (20), of the Universal Transverse Mercator Projection.

PARCEL SML-03

Hebron Fiord (Freytag Inlet)

Specified Material Lands parcel SML-03 comprises that parcel of land being entirely within Labrador Inuit Lands parcel LIL-04 in Newfoundland and Labrador that is bounded as follows:

Beginning at the intersection point of the Shoreline of Freytag Inlet with the eastern Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,444,284 E497,407;

Thence in a general southerly direction following the Shoreline of Hebron Fiord to the intersection point with the eastern Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,440,143 E496,483;

Thence northerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,442,737 E496,574;

Thence northerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,443,621 E496,510;

Thence northeasterly in a straight line to the point of commencement;

Containing an area of approximately 6.39 square kilometres (2.47 square miles) and shown on map sheet number 28 as illustrated in appendix A-2.

Unless otherwise specified all values are scaled based on the digital National Topographic Series of maps (1:50,000) and being referenced to grid north of the North American Datum 1983 (NAD83) and to the meridian of sixty-three degrees (63°) west longitude, zone twenty (20), of the Universal Transverse Mercator Projection.

PARCEL SML-04
Okak Bay

Specified Material Lands parcel SML-04 comprises that parcel of land being entirely within Labrador Inuit Lands parcel LIL-06 in Newfoundland and Labrador that is bounded as follows:

Beginning at the intersection point of the Shoreline of Okak Bay which is in the vicinity of Map Scale Coordinate N6,388,820 E565,739 with a line projected due east from the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,388,820 E564,846;

Thence in a general southerly direction following the Shoreline of Okak Bay (including Ogaksiukvik Bay and Siugak Bay) to the point that is either on the Shoreline of Siugak Bay or the northern Bank of Siugak Brook which is closest to Grid Coordinate N6,384,483 E553,329;

Thence southwesterly in a straight line to the point that is either on the southern Bank of Siugak Brook or on the Shoreline of Siugak Bay which is closest to Grid Coordinate N6,384,438 E553,302;

Thence in a general southwesterly direction following the Shoreline of Okak Bay (including Siugak Bay and Sipukat Bay) to the point that is either on the Shoreline of Sipukat Bay or the northern Bank of an unnamed river which is closest to Grid Coordinate N6,377,333 E542,649;

Thence southwesterly in a straight line to the point that is either on the southern Bank of said river or on the Shoreline of Sipukat Bay which is closest to Grid Coordinate N6,377,302 E542,624;

Thence in a general easterly direction following the Shoreline of Okak Bay (including Sipukat Bay and Karsetuyi Bay) to the point that is either on the Shoreline of Karsetuyi Bay or the eastern Bank of North River which is closest to Grid Coordinate N6,374,924 E526,664;

Thence westerly in a straight line to the point that is either on the western Bank of North River or on the Shoreline of Okak Bay (Saputit Bay) which is closest to Grid Coordinate N6,374,969 E526,481;

Thence in a general northwesterly direction following the western Bank of North River to the point which is closest to Grid Coordinate N6,378,192 E524,442;

Thence northwesterly in a straight line to the intersection point with the western Bank of a tributary which is in the vicinity of Map Scale Coordinate N6,378,321 E524,361;

Thence in a general northerly direction following the western Bank of said tributary to the point which is closest to Grid Coordinate N6,378,362 E524,359;

Thence easterly in a straight line to the intersection point with the northern Bank of North River which is in the vicinity of Map Scale Coordinate N6,378,362 E524,413;

Thence in a general southeasterly direction following the northern Bank of North River to the intersection point with the northern Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,377,967 E524,677;

Thence southeasterly in a straight line to the intersection point of the northern Bank of an unnamed stream with the eastern Bank of another unnamed stream which is in the vicinity of Map Scale Coordinate N6,377,480 E525,906;

Thence southeasterly in a straight to line the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,375,871 E528,552;

Thence southeasterly in a straight to line the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,373,385 E530,765;

Thence southeasterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,371,090 E536,323;

Thence southeasterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,370,243 E536,872;

Thence southeasterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,368,951 E537,657;

Thence northeasterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,370,237 E539,033;

Thence northeasterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,372,216 E539,897;

Thence northeasterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,377,050 E541,713;

Thence northeasterly in a straight line to the intersection point of the northern Bank of an unnamed river (flowing from Sipukat Lake to Sipukat Bay) with the western Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,377,620 E541,974;

Thence northeasterly in a straight line to the intersection point of the northwestern Bank of an unnamed stream with the southern Bank of another unnamed stream which is in the vicinity of Map Scale Coordinate N6,379,726 E545,338;

Thence southeasterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,377,666 E550,220;

Thence northeasterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,378,645 E552,766;

Thence northwesterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,380,968 E551,731;

Thence northerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,383,620 E551,754;

Thence northerly in a straight line to the point northwest of Siugak Bay having Grid Coordinate N6,385,010 E551,857;

Thence northeasterly in a straight line to the point north of Siugak Bay having Grid Coordinate N6,385,674 E553,338;

Thence southwesterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,385,061 E554,282;

Thence southwesterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,384,171 E555,896;

Thence northeasterly in a straight line to the intersection point of the Bank of an unnamed pond with the western Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,386,805 E558,243;

Thence easterly in a straight line to the intersection point of the Bank of an unnamed pond with the western Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,387,121 E559,658;

Thence easterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,386,985 E560,625;

Thence easterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,387,668 E564,554;

Thence northerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,388,820 E564,846;

Thence due east to the point of commencement;

Containing an area of approximately 76.49 square kilometres (29.53 square miles) and shown on map sheet numbers 36, 37 and 40 as illustrated in appendix A-2.

Unless otherwise specified all values are scaled based on the digital National Topographic Series of maps (1:50,000) and being referenced to grid north of the North American Datum 1983 (NAD83) and to the meridian of sixty-three degrees (63°) west longitude, zone twenty (20), of the Universal Transverse Mercator Projection.

PARCEL SML-05
Avakutak Bay to Webb Bay

Specified Material Lands parcel SML-05 comprises that parcel of land being entirely within Labrador Inuit Lands parcel LIL-08 in Newfoundland and Labrador that is bounded as follows:

Beginning at the intersection point of the Shoreline of Webb Bay with the northeastern Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,296,266 E576,580;

Thence northwesterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,301,130 E569,137;

Thence northwesterly in a straight line to the point on the northwestern Bank of a tributary of Webb Brook being on the Labrador Inuit Lands parcel LIL-08 boundary which is closest to Grid Coordinate N6,308,679 E564,399;

Thence in a general northeasterly direction following the northwestern Bank of said tributary to the intersection point with the western Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,310,492 E566,870;

Thence northeasterly in a straight line to the intersection point of the southern Bank of said tributary of Webb Brook with the eastern Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,310,905 E567,808;

Thence in a general easterly direction following said Bank to the intersection point with the Bank of an unnamed pond which is in the vicinity of Map Scale Coordinate N6,310,023 E571,470;

Thence northeasterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,310,571 E571,741;

Thence easterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,310,084 E573,893;

Thence northeasterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,313,032 E575,834;

Thence northeasterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,317,300 E577,236;

Thence northwesterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,323,886 E575,861;

Thence northwesterly in a straight line the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,332,350 E570,677;

Thence northwesterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,334,678 E567,585;

Thence northerly in a straight line to the intersection point of the Shoreline of Avakutak Bay with the southern Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,336,985 E567,837;

Thence in a general southeasterly direction following the Shoreline of Avakutak Bay to the point that is either on the Shoreline or the northern Bank of Avakutak Brook which is closest to Grid Coordinate N6,336,232 E568,190;

Thence southeasterly in a straight line to the point that is either on the southern Bank of said brook or on the Shoreline which is closest to Grid Coordinate N6,336,198 E568,213;

Thence in a general southeasterly direction following the Shoreline to the point that is either on the Shoreline or the western Bank of Avakutak River which is closest to Grid Coordinate N6,335,623 E568,677;

Thence easterly in a straight line to the point that is either on the eastern Bank of said river or on the Shoreline which is closest to Grid Coordinate N6,335,640 E568,884;

Thence in a general easterly direction following the Shoreline of Avakutak Bay, Korokuluk Bay and Snyder Bay to the point that is either on the Shoreline or the northern Bank of an unnamed river which is closest to Grid Coordinate N6,327,587 E597,987;

Thence southwesterly in a straight line to the point that is either on the southern Bank of said river or on the Shoreline which is closest to Grid Coordinate N6,327,559 E597,957;

Thence in a general southwesterly direction following the Shoreline to the point of commencement;

Containing an area of approximately 792.83 square kilometres (306.03 square miles) and shown on map sheet numbers 45 and 50 as illustrated in appendix A-2.

Unless otherwise specified all values are scaled based on the digital National Topographic Series of maps (1:50,000) and being referenced to grid north of the North American Datum 1983 (NAD83) and to the meridian of sixty-three degrees (63°) west longitude, zone twenty (20), of the Universal Transverse Mercator Projection.

Reserving, nevertheless, out of the above described parcel:
Transfer No. 73957 issued to Department of National Defence (Lab 3); and
Transfer No. 73957 issued to Department of National Defence (Lab 3, Beachhead),
as recorded in the Crown Lands Registry at St. John's, Newfoundland and Labrador.

PARCEL SML-06
South Aulatsivik Island

Specified Material Lands parcel SML-06 comprises that parcel of land being entirely within Labrador Inuit Lands parcel LIL-28 in Newfoundland and Labrador that is bounded as follows:

Beginning at the northern most point on the Shoreline of South Aulatsivik Island which is closest to Grid Coordinate N6,314,395 E592,593;

Thence following the Shoreline for the circumference of South Aulatsivik Island to the point of commencement;

Containing an area of approximately 450.03 square kilometres (173.71 square miles) and shown on map sheet numbers 50 and 55 as illustrated in appendix A-2.

Unless otherwise specified all values are scaled based on the digital National Topographic Series of maps (1:50,000) and being referenced to grid north of the North American Datum 1983 (NAD83) and to the meridian of sixty-three degrees (63°) west longitude, zone twenty (20), of the Universal Transverse Mercator Projection.

PARCEL SML-07
Dog Bight (Dog Island)

Specified Material Lands parcel SML-07 comprises that parcel of land being entirely within Labrador Inuit Lands parcel LIL-28 in Newfoundland and Labrador that is bounded as follows:

Beginning at the point on the Shoreline of Dog Bight (Dog Island) which is closest to Grid Coordinate N6,272,537 E611,242;

Thence due north to a point on the Shoreline which is closest to Grid Coordinate N6,273,564 E611,242;

Thence proceeding clockwise following the Shoreline of Dog Bight to the point of commencement;

Containing an area of approximately 0.49 square kilometres (0.19 square miles) and shown on map sheet number 55 as illustrated in appendix A-2.

Unless otherwise specified all values are scaled based on the digital National Topographic Series of maps (1:50,000) and being referenced to grid north of the North American Datum 1983 (NAD83) and to the meridian of sixty-three degrees (63°) west longitude, zone twenty (20), of the Universal Transverse Mercator Projection.

PARCEL SML-08
Base Island

Specified Material Lands parcel SML-08 comprises that parcel of land being entirely within Labrador Inuit Lands parcel LIL-28 in Newfoundland and Labrador that is bounded as follows:

Beginning at the intersection point of the eastern Shoreline of Base Island which is in the vicinity of Map Scale Coordinate N6,276,222 E588,455 with a line projected due north from the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,276,118 E588,455;

Thence due south to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,276,118 E588,455;

Thence westerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,275,809 E587,098;

Thence northwesterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,276,307 E586,039;

Thence northeasterly in a straight line to the intersection point of the Shoreline with the southern Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,277,397 E586,892;

Thence proceeding clockwise following the Shoreline to the point of commencement;

Containing an area of approximately 1.83 square kilometres (0.71 square miles) and shown on map sheet number 55 as illustrated in appendix A-2.

Unless otherwise specified all values are scaled based on the digital National Topographic Series of maps (1:50,000) and being referenced to grid north of the North American Datum 1983 (NAD83) and to the meridian of sixty-three degrees (63°) west longitude, zone twenty (20), of the Universal Transverse Mercator Projection.

PARCEL SML-09
Nain Bay, west of Base Island

Specified Material Lands parcel SML-09 comprises that parcel of land being entirely within Labrador Inuit Lands parcel LIL-08 in Newfoundland and Labrador that is bounded as follows:

Beginning at the intersection point of the Shoreline which is in the vicinity of Map Scale Coordinate N6,276,190 E581,661 with a line projected due east from the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,276,190 E580,925;

Thence in a general southwesterly direction following the Shoreline to the intersection point which is closest to Grid Coordinate N6,275,601 E580,925 with a line projected due south from the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,276,190 E580,925;

Thence due north to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,276,190 E580,925;

Thence due east to the point of commencement;

Containing an area of approximately 0.32 square kilometres (0.12 square miles) and shown on map sheet number 55 as illustrated in appendix A-2.

Unless otherwise specified all values are scaled based on the digital National Topographic Series of maps (1:50,000) and being referenced to grid north of the North American Datum 1983 (NAD83) and to the meridian of sixty-three degrees (63°) west longitude, zone twenty (20), of the Universal Transverse Mercator Projection.

PARCEL SML-10
Rhodes Island

Specified Material Lands parcel SML-10 comprises that parcel of land being entirely within Labrador Inuit Lands parcel LIL-28 in Newfoundland and Labrador that is bounded as follows:

Beginning at the intersection point of the Shoreline of Rhodes Island with the eastern Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,272,674 E585,601;

Thence proceeding clockwise following the Shoreline of Rhodes Island to the point which is closest to Grid Coordinate N6,270,808 E584,913;

Thence northerly in a straight line to the point of commencement;

Containing an area of approximately 2.59 square kilometres (1.00 square miles) and shown on map sheet number 55 as illustrated in appendix A-2.

Unless otherwise specified all values are scaled based on the digital National Topographic Series of maps (1:50,000) and being referenced to grid north of the North American Datum 1983 (NAD83) and to the meridian of sixty-three degrees (63°) west longitude, zone twenty (20), of the Universal Transverse Mercator Projection.

PARCEL SML-11
North of Nain

Specified Material Lands parcel SML-11 comprises that parcel of land being entirely within Labrador Inuit Lands parcel LIL-08 in Newfoundland and Labrador that is bounded as follows:

Beginning at the intersection point of the Shoreline which is in the vicinity of Map Scale Coordinate N6,269,981 E579,469 with a line projected due north from the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,269,652 E579,469;

Thence in a general southeasterly direction following the Shoreline to the point which is closest to Grid Coordinate N6,269,379 E580,433;

Thence westerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,269,652 E579,469;

Thence due north to the point of commencement;

Containing an area of approximately 0.29 square kilometres (0.11 square miles) and shown on map sheet number 55 as illustrated in appendix A-2.

Unless otherwise specified all values are scaled based on the digital National Topographic Series of maps (1:50,000) and being referenced to grid north of the North American Datum 1983 (NAD83) and to the meridian of sixty-three degrees (63°) west longitude, zone twenty (20), of the Universal Transverse Mercator Projection.

PARCEL SML-12
South side Nain Bay

Specified Material Lands parcel SML-12 comprises that parcel of land being entirely within Labrador Inuit Lands parcel LIL-08 in Newfoundland and Labrador that is bounded as follows:

Beginning at the intersection point of the Shoreline of Nain Bay with the eastern Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,269,002 E575,795;

Thence in a general northerly direction following the Shoreline to the point which is closest to Grid Coordinate N6,270,878 E576,211;

Thence southeasterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,270,092 E577,029;

Thence southerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,269,135 E577,050;

Thence westerly in a straight line to the point of commencement;

Containing an area of approximately 1.36 square kilometres (0.52 square miles) and shown on map sheet number 55 as illustrated in appendix A-2.

Unless otherwise specified all values are scaled based on the digital National Topographic Series of maps (1:50,000) and being referenced to grid north of the North American Datum 1983 (NAD83) and to the meridian of sixty-three degrees (63°) west longitude, zone twenty (20), of the Universal Transverse Mercator Projection.

PARCEL SML-13
Conch Bay

Specified Material Lands parcel SML-13 comprises that parcel of land being entirely within Labrador Inuit Lands parcel LIL-08 in Newfoundland and Labrador that is bounded as follows:

Beginning at the point on the Shoreline of Conch Bay which is closest to Grid Coordinate N6,282,363 E566,704;

Thence northerly in a straight line to the intersection point of the southern Bank of an unnamed stream with northern Bank of another unnamed stream which is in the vicinity of Map Scale Coordinate N6,283,387 E566,896;

Thence easterly in a straight line to the point having Grid Coordinate N6,283,196 E568,015;

Thence southerly in a straight line to the point on the Shoreline of Conch Bay which is closest to Grid Coordinate N6,282,120 E567,586;

Thence in a general westerly direction following the Shoreline to the point of commencement;

Containing an area of approximately 1.13 square kilometres (0.44 square miles) and shown on map sheet number 55 as illustrated in appendix A-2.

Unless otherwise specified all values are scaled based on the digital National Topographic Series of maps (1:50,000) and being referenced to grid north of the North American Datum 1983 (NAD83) and to the meridian of sixty-three degrees (63°) west longitude, zone twenty (20), of the Universal Transverse Mercator Projection.

PARCEL SML-14
Conch Bay

Specified Material Lands parcel SML-14 comprises that parcel of land being entirely within Labrador Inuit Lands parcel LIL-08 in Newfoundland and Labrador that is bounded as follows:

Beginning at the intersection point of the Shoreline of Conch Bay with the western Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,280,908 E563,186;

Thence in a general southwesterly direction following the Shoreline of Conch Bay to the point which is closest to Grid Coordinate N6,280,008 E562,305;

Thence northwesterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,280,408 E561,968;

Thence northerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,280,881 E562,018;

Thence easterly in a straight line to the point of commencement;

Containing an area of approximately 0.50 square kilometres (0.19 square miles)and shown on map sheet number 55 as illustrated in appendix A-2.

Unless otherwise specified all values are scaled based on the digital National Topographic Series of maps (1:50,000) and being referenced to grid north of the North American Datum 1983 (NAD83) and to the meridian of sixty-three degrees (63°) west longitude, zone twenty (20), of the Universal Transverse Mercator Projection.

PARCEL SML-15
Tasisuak Lake (Fraser River)

Specified Material Lands parcel SML-15 comprises that parcel of land being entirely within Labrador Inuit Lands parcel LIL-08 in Newfoundland and Labrador that is bounded as follows:

Beginning at the intersection point of the northern Bank of the Tasisuak Lake (Fraser River) with the eastern Bank of a tributary which is in the vicinity of Map Scale Coordinate N6,276,340 E530,214;

Thence in a general northerly direction following the eastern Bank of said unnamed stream to the intersection point with the Bank of a unnamed pond which is in the vicinity of Map Scale Coordinate N6,277,766 E529,752;

Thence proceeding counter-clockwise following the Bank of said unnamed pond to the intersection point with the western Bank of a unnamed stream which is in the vicinity of Map Scale Coordinate N6,277,670 E530,006;

Thence easterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,277,630 E531,296;

Thence easterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,277,981 E533,653;

Thence easterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,277,052 E538,241;

Thence easterly in a straight line to the intersection point of the southern Bank of an unnamed pond with the eastern Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,277,449 E541,046;

Thence proceeding counter-clockwise following the Bank of said unnamed pond to the point which is closest to Grid Coordinate N6,278,786 E542,471;

Thence easterly in a straight line to the intersection point of the Bank of an unnamed pond with the eastern Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,279,231 E543,937;

Thence southeasterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,277,967 E544,817;

Thence southeasterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,277,494 E545,999;

Thence easterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,277,324 E547,719;

Thence southerly in a straight line to the point having Grid Coordinate N6,276,271 E548,288;

Thence westerly in a straight line to the point on the eastern Bank of an unnamed stream which is closest to Grid Coordinate N6,276,425 E544,644;

Thence in a general southwesterly direction following the eastern Bank of said unnamed stream to the intersection point with the northern Bank of the Tasisuak Lake (Fraser River) which is in the vicinity of Map Scale Coordinate N6,275,707 E544,041;

Thence in a general westerly direction following the northern Bank of the Tasisuak Lake (Fraser River) to the point of commencement;

Containing an area of approximately 28.37 square kilometres (10.95 square miles) and shown on map sheet number 54 as illustrated in appendix A-2.

Unless otherwise specified all values are scaled based on the digital National Topographic Series of maps (1:50,000) and being referenced to grid north of the North American Datum 1983 (NAD83) and to the meridian of sixty-three degrees (63°) west longitude, zone twenty (20), of the Universal Transverse Mercator Projection.

PARCEL SML-16
Tasiyuyaksuk Brook

Specified Material Lands parcel SML-16 comprises that parcel of land being entirely within Labrador Inuit Lands parcel LIL-08 in Newfoundland and Labrador that is bounded as follows:

Beginning at a point on the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,270,587 E535,116;

Thence northeasterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,271,987 E535,829;

Thence northeasterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,272,640 E537,203;

Thence easterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,272,640 E539,418;

Thence southerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,269,331 E539,723;

Thence westerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,268,941 E536,737;

Thence northwesterly in a straight line to the point of commencement;

Containing an area of approximately 13.21 square kilometres (5.10 square miles) and shown on map sheet number 54 as illustrated in appendix A-2.

Unless otherwise specified all values are scaled based on the digital National Topographic Series of maps (1:50,000) and being referenced to grid north of the North American Datum 1983 (NAD83) and to the meridian of sixty-three degrees (63°) west longitude, zone twenty (20), of the Universal Transverse Mercator Projection.

PARCEL SML-17
Voisey's Bay

Specified Material Lands parcel SML-17 comprises that parcel of land being entirely within Labrador Inuit Lands parcel LIL-08 in Newfoundland and Labrador that is bounded as follows:

Beginning at the intersection point of the Shoreline of Voisey's Bay which is in the vicinity of Map Scale Coordinate N6,233,747 E561,484 with a line projected due east from the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,233,747 E558,542;

Thence due west to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,233,747 E558,542;

Thence westerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,234,279 E555,487;

Thence northwesterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,236,549 E550,545;

Thence northwesterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,239,958 E547,651;

Thence westerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,240,418 E542,662;

Thence westerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,241,329 E539,273;

Thence westerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,246,992 E520,064;

Thence westerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,250,940 E509,402;

Thence northwesterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,255,301 E502,649;

Thence northeasterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,257,128 E504,012;

Thence easterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,257,102 E507,312;

Thence easterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,257,282 E510,848;

Thence easterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,256,450 E514,490;

Thence easterly in a straight line to the intersection point of the Bank of an unnamed pond with the eastern Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,255,760 E516,497;

Thence northeasterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,257,165 E518,163;

Thence northerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,260,388 E518,348;

Thence northeasterly in a straight line to the intersection point of the southern Bank of Anaktalik Brook with the eastern Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,260,876 E518,904;

Thence in a general easterly direction following the southern Bank of Anaktalik Brook to the intersection point which is in the vicinity of Map Scale Coordinate N6,262,222 E527,116 with a line projected due west from the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,262,222 E528,105;

Thence due east to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,262,222 E528,105;

Thence easterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,262,665 E531,854;

Thence easterly in a straight line to the point having Grid Coordinate N6,262,495 E533,958;

Thence southeasterly in a straight line to the point having Grid Coordinate N6,261,688 E535,761;

Thence northeasterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,263,913 E538,518;

Thence southerly in a straight line to the intersection point of the eastern Bank of Anaktalik Brook with the northern Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,262,797 E538,142;

Thence in a general southeasterly direction following the northern Bank of said unnamed stream to the intersection point with the Bank of an unnamed pond which is in the vicinity of Map Scale Coordinate N6,261,798 E539,934;

Thence proceeding clockwise following the Bank of said unnamed pond to the intersection point with the southern Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,261,719 E540,349;

Thence southeasterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,261,436 E540,760;

Thence southeasterly in a straight line to the intersection point of the Bank of an unnamed pond with the southern Bank of an unnamed stream which is closest to Grid Coordinate N6,260,313 E542,927;

Thence in a general southeasterly direction following the southern Bank of said unnamed stream to the intersection point with the Bank of an unnamed pond which is in the vicinity of Map Scale Coordinate N6,259,820 E544,409;

Thence proceeding counter-clockwise following the Bank of said unnamed pond to the intersection point with the southern Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,258,882 E547,576;

Thence in a general southeasterly direction following the southern Bank of said unnamed stream to the intersection point with the Shoreline of Anaktalik Bay which is in the vicinity of Map Scale Coordinate N6,258,724 E547,734;

Thence in a general southeasterly direction following the Shoreline of Anaktalak Bay which is closest to Grid Coordinate N6,253,879 E556,343;

Thence southwesterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,253,621 E556,077;

Thence southwesterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,252,330 E555,169;

Thence southwesterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,249,950 E553,599;

Thence southwesterly in a straight line to the point being south of Reid Brook having Grid Coordinate N6,247,899 E551,778;

Thence southerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,243,784 E551,411;

Thence southerly in a straight line to the point being 100 metres from the northeastern Bank of Ikadlivik Brook which is closest to Grid Coordinate N6,243,202 E551,135;

Thence in a general southerly direction maintaining a 100 metre buffer from said Bank to the point which is closest to Grid Coordinate N6,241,208 E551,926;

Thence southeasterly in a straight line to the intersection point of the Bank of an unnamed pond with the eastern Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,241,165 E551,992;

Thence southerly in a straight line to the point being east of Ikadlivik Brook having Grid Coordinate N6,239,883 E551,980;

Thence easterly in a straight line to the point being 100 metres from the northern Bank of Ikadlivik Brook which is closest to Grid Coordinate N6,239,892 E554,366;

Thence in a general easterly direction maintaining a 100 metre buffer from said Bank to the point which is closest to Grid Coordinate N6,239,894 E554,881;

Thence easterly in a straight line to a point on the western Bank of Reid Brook which is closest to Grid Coordinate N6,239,900 E556,681;

Thence in a general southwesterly direction following the said Bank and Shoreline of Voisey's Bay to the point that is either on the Shoreline or the northern Bank of Ikadlivik Brook which is closest to Grid Coordinate N6,238,987 E555,408;

Thence southerly in a straight line to the point that is either on the southern Bank of said brook or on the Shoreline which is closest to Grid Coordinate N6,238,891 E555,425;

Thence in a general southeasterly direction following the Shoreline of Voisey's Bay to the point of commencement;

Containing an area of approximately 767.00 square kilometres (296.06 square miles) and shown on map sheet numbers 54, 59, 63 and 64 as illustrated in appendix A-2.

Unless otherwise specified all values are scaled based on the digital National Topographic Series of maps (1:50,000) and being referenced to grid north of the North American Datum 1983 (NAD83) and to the meridian of sixty-three degrees (63°) west longitude, zone twenty (20), of the Universal Transverse Mercator Projection.

Reserving, nevertheless, out of the above described parcel:
Licence No. 106474 issued to Newtel Communications,
as recorded in the Crown Lands Registry at St. John's, Newfoundland and Labrador.

PARCEL SML-18
Voisey's Bay - Kangeklualuk Bay

Specified Material Lands parcel SML-18 comprises that parcel of land being entirely within Labrador Inuit Lands parcel LIL-11 in Newfoundland and Labrador that is bounded as follows:

Beginning at the intersection point of the Shoreline of Voisey's Bay with the northern Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,239,790 E567,566;

Thence northerly in a straight line to the intersection point of the Shoreline of Kangeklualuk Bay with the eastern Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,244,484 E567,290;

Thence in a general easterly direction following the Shoreline of Kangeklualuk Bay to the intersection point which is in the vicinity of Map Scale Coordinate N6,244,448 E571,468 with a line projected due north from the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,242,416 E571,468;

Thence due south to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,242,416 E571,468;

Thence southerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,239,459 E570,717;

Thence due south to the point on the northern Shoreline of Voisey's Bay which is closest to Grid Coordinate N6,238,327 E570,717;

Thence in a general northwesterly direction following the Shoreline of Voisey's Bay to the point of commencement;

Containing an area of approximately 19.73 square kilometres (7.62 square miles) and shown on map sheet number 60 as illustrated in appendix A-2.

Unless otherwise specified all values are scaled based on the digital National Topographic Series of maps (1:50,000) and being referenced to grid north of the North American Datum 1983 (NAD83) and to the meridian of sixty-three degrees (63°) west longitude, zone twenty (20), of the Universal Transverse Mercator Projection.

PARCEL SML-19
Kangeklualuk Bay

Specified Material Lands parcel SML-19 comprises that parcel of land being entirely within Labrador Inuit Lands parcel LIL-10 in Newfoundland and Labrador that is bounded as follows:

Beginning at the point on the Shoreline of Kangeklualuk Bay which is closest to Grid Coordinate N6,245,104 E568,136;

Thence northeasterly in a straight line to the Summit of a Hill which is in the vicinity of Map Scale Coordinate N6,246,253 E569,703;

Thence northeasterly in a straight line to the point on the Shoreline of Kangeklukuluk Bay which is closest to Grid Coordinate N6,248,020 E571,867;

Thence in a general southwesterly direction following the Shoreline of Kangeklukuluk Bay and Kangeklualuk Bay to the point of commencement;

Containing an area of approximately 11.71 square kilometres (4.52 square miles) and shown on map sheet number 60 as illustrated in appendix A-2.

Unless otherwise specified all values are scaled based on the digital National Topographic Series of maps (1:50,000) and being referenced to grid north of the North American Datum 1983 (NAD83) and to the meridian of sixty-three degrees (63°) west longitude, zone twenty (20), of the Universal Transverse Mercator Projection.

PARCEL SML-20
Anaktalak Bay - Kangeklukuluk Bay

Specified Material Lands parcel SML-20 comprises that parcel of land being entirely within Labrador Inuit Lands parcel LIL-09 in Newfoundland and Labrador that is bounded as follows:

Beginning at the intersection point of the Shoreline of Kangeklukuluk Bay with the eastern Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,249,680 E570,872;

Thence northerly in a straight line to the intersection point of the Bank of an unnamed pond with the northern Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,251,172 E570,605;

Thence westerly in a straight line to the intersection point of the Bank of an unnamed pond with the northern Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,251,482 E566,999;

Thence northwesterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,252,633 E565,092;

Thence northwesterly in a straight line to the point on the Shoreline of Anaktalak Bay which is closest to Grid Coordinate N6,253,160 E564,057;

Thence in a general southeasterly direction following the Shoreline of Anaktalak Bay and Kangeklukuluk Bay to the point of commencement;

Containing an area of approximately 20.73 square kilometres (8.00 square miles) and shown on map sheet number 60 as illustrated in appendix A-2.

Unless otherwise specified all values are scaled based on the digital National Topographic Series of maps (1:50,000) and being referenced to grid north of the North American Datum 1983 (NAD83) and to the meridian of sixty-three degrees (63°) west longitude, zone twenty (20), of the Universal Transverse Mercator Projection.

PARCEL SML-21
Unnamed island southwest of Satosoak Island

Specified Material Lands parcel SML-21 comprises that parcel of land being entirely within Labrador Inuit Lands parcel LIL-28 in Newfoundland and Labrador that is bounded as follows:

Beginning at the point on the Shoreline of an unnamed island which is closest to Grid Coordinate N6,254,894 E568,410;

Thence following the Shoreline for the circumference of said unnamed island to the point of commencement;

Containing an area of approximately 1.64 square kilometres (0.63 square miles) and shown on map sheet number 60 as illustrated in appendix A-2.

Unless otherwise specified all values are scaled based on the digital National Topographic Series of maps (1:50,000) and being referenced to grid north of the North American Datum 1983 (NAD83) and to the meridian of sixty-three degrees (63°) west longitude, zone twenty (20), of the Universal Transverse Mercator Projection.

PARCEL SML-22
Tabor Island

Specified Material Lands parcel SML-22 comprises that parcel of land being entirely within Labrador Inuit Lands parcel LIL-28 in Newfoundland and Labrador that is bounded as follows:

Beginning at the point on the Shoreline of Tabor Island which is closest to Grid Coordinate N6,252,335 E574,236;

Thence following the Shoreline for the circumference of said island to the point of commencement

Containing an area of approximately 0.34 square kilometres (0.13 square miles) and shown on map sheet number 60 as illustrated in appendix A-2.

Unless otherwise specified all values are scaled based on the digital National Topographic Series of maps (1:50,000) and being referenced to grid north of the North American Datum 1983 (NAD83) and to the meridian of sixty-three degrees (63°) west longitude, zone twenty (20), of the Universal Transverse Mercator Projection.

PARCEL SML-23
Kauk Harbour

Specified Material Lands parcel SML-23 comprises that parcel of land being entirely within Labrador Inuit Lands parcel LIL-08 in Newfoundland and Labrador that is bounded as follows:

Beginning at the intersection point of the Shoreline of Kauk Harbour with the western Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,263,378 E579,496;

Thence in a general southwesterly direction following the Shoreline to the point which is closest to Grid Coordinate N6,262,192 E579,285;

Thence southerly in a straight line to a point on the Shoreline which is closest to Grid Coordinate N6,262,136 E579,291;

Thence in a general westerly direction following the Shoreline to the point which is closest to Grid Coordinate N6,262,036 E579,046;

Thence northwesterly in a straight to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,263,017 E577,539;

Thence westerly in a straight line to the point having Grid Coordinate N6,263,664 E575,298;

Thence northerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,264,027 E575,414;

Thence easterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,263,416 E577,844;

Thence easterly in a straight line to the point on the western Bank of an unnamed stream which is closest to Grid Coordinate N6,263,590 E579,540;

Thence in a general southerly direction following the Bank of said unnamed stream to the point of commencement;

Containing an area of approximately 2.54 square kilometres (0.98 square miles) and shown on map sheet numbers 55 and 60 as illustrated in appendix A-2.

Unless otherwise specified all values are scaled based on the digital National Topographic Series of maps (1:50,000) and being referenced to grid north of the North American Datum 1983 (NAD83) and to the meridian of sixty-three degrees (63°) west longitude, zone twenty (20), of the Universal Transverse Mercator Projection.

Reserving, nevertheless, out of the above described parcel:
Grant Vol. 248 Fol. 110 issued to Winston Churchill White,
as recorded in the Crown Lands Registry at St. John's, Newfoundland and Labrador.

PARCEL SML-24
Paul Island

Specified Material Lands parcel SML-24 comprises that parcel of land being entirely within Labrador Inuit Lands parcel LIL-28 in Newfoundland and Labrador that is bounded as follows:

Beginning at the intersection point of the Shoreline of Two Mile Bay (Paul Island) with the northern Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,263,986 E588,614;

Thence in a general easterly direction following the northern Bank of said unnamed stream to the intersection point with the western Bank of another unnamed stream which is in the vicinity of Map Scale Coordinate N6,263,925 E589,308;

Thence southerly in a straight to the point on the Shoreline of Ten Mile Bay which is closest to Grid Coordinate N6,262,644 E589,303;

Thence in a general westerly direction following the Shoreline of Ten Mile Bay to the point which is closest to Grid Coordinate N6,262,662 E585,944;

Thence northeasterly in a straight to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,263,434 E586,282;

Thence northeasterly in a straight to the point on the Shoreline of Two Mile Bay which is closest to Grid Coordinate N6,264,249 E586,657;

Thence in a general easterly direction following Shoreline of Two Mile Bay to the point of commencement;

Containing an area of approximately 2.59 square kilometres (1.00 square mile) and shown on map sheet number 55 as illustrated in appendix A-2.

Unless otherwise specified all values are scaled based on the digital National Topographic Series of maps (1:50,000) and being referenced to grid north of the North American Datum 1983 (NAD83) and to the meridian of sixty-three degrees (63°) west longitude, zone twenty (20), of the Universal Transverse Mercator Projection.

PARCEL SML-25
Paul Island

Specified Material Lands parcel SML-25 comprises that parcel of land being entirely within Labrador Inuit Lands parcel LIL-28 in Newfoundland and Labrador that is bounded as follows:

Beginning at the point on the Shoreline of Paul Island (Ten Mile Bay) which is closest to Grid Coordinate N6,261,535 E589,891;

Thence southerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,259,783 E590,129;

Thence southeasterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,259,318 E590,740;

Thence southeasterly in a straight line to the point having Grid Coordinate N6,258,630 E591,275;

Thence northeasterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,260,046 E594,655;

Thence southeasterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,259,082 E596,693;

Thence easterly in a straight line to the intersection point of the eastern Bank of an unnamed stream with the northern Bank of another unnamed stream which is in the vicinity of Map Scale Coordinate N6,258,044 E602,501;

Thence easterly in a straight line to the intersection point of the Shoreline of Higher Bight with the southern bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,258,429 E603,664;

Thence following the southern Shoreline of Higher Bight to the point which is closest to Grid Coordinate N6,258,584 E605,069;

Thence easterly in a straight line to the intersection point of southern Bank of an unnamed pond with the eastern Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,258,372 E606,481;

Thence easterly in a straight to the point on the western Shoreline of Ford Harbour which is closest to Grid Coordinate N6,258,091 E610,320;

Thence following the southern Shoreline of Paul Island to the point of commencement;

Containing an area of approximately 60.41 square kilometres (23.32 square miles) and shown on map sheet number 60 as illustrated in appendix A-2.

Unless otherwise specified all values are scaled based on the digital National Topographic Series of maps (1:50,000) and being referenced to grid north of the North American Datum 1983 (NAD83) and to the meridian of sixty-three degrees (63°) west longitude, zone twenty (20), of the Universal Transverse Mercator Projection.

PARCEL SML-26
Kikkertavak Island

Specified Material Lands parcel SML-26 comprises that parcel of land being entirely within Labrador Inuit Lands parcel LIL-28 in Newfoundland and Labrador that is bounded as follows:

Beginning at the intersection point of the Shoreline of Kikkertavak Island (Igiak Bay) with the western bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,248,893 E584,156;

Thence northwesterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,249,578 E583,398;

Thence northeasterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,251,410 E584,701;

Thence northeasterly in a straight line to the point on the Shoreline of Kikkertavak Island which is closest to Grid Coordinate N6,252,057 E585,049;

Thence in a general easterly direction following the Shoreline to the intersection point with the western Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,250,670 E588,072;

Thence southwesterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,249,928 E587,568;

Thence southerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,248,308 E587,286;

Thence southerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,246,004 E587,569;

Thence southerly in a straight to the point on the northern Shoreline of Igiak Bay which is closest to Grid Coordinate N6,245,573 E587,568;

Thence in a general northwesterly direction following the Shoreline to the point of commencement;

Containing an area of approximately 13.00 square kilometres (5.02 square miles) and shown on map sheet number 60 as illustrated in appendix A-2.

Unless otherwise specified all values are scaled based on the digital National Topographic Series of maps (1:50,000) and being referenced to grid north of the North American Datum 1983 (NAD83) and to the meridian of sixty-three degrees (63°) west longitude, zone twenty (20), of the Universal Transverse Mercator Projection.

PARCEL SML-27
Garland Bight

Specified Material Lands parcel SML-27 comprises that parcel of land being entirely within Labrador Inuit Lands parcel LIL-12 in Newfoundland and Labrador that is bounded as follows:

Beginning at the point that is either on the Shoreline of Voisey's Bay or on the eastern Bank of Kogaluk River which is closest to Grid Coordinate N6,229,397 E579,436;

Thence in a general southerly direction following the eastern Bank of Kogaluk River to the intersection point with the northern Bank of a tributary which is in the vicinity of Map Scale Coordinate N6,229,002 E579,652;

Thence southerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,227,196 E579,932;

Thence southwesterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,224,777 E578,299;

Thence southwesterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,223,678 E575,755;

Thence westerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,222,398 E570,635;

Thence northwesterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,224,101 E569,347;

Thence northerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,227,351 E570,038;

Thence northeasterly in a straight line to the intersection point of the Bank of an unnamed pond with the northern Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,229,838 E572,490;

Thence northeasterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,230,394 E572,805;

Thence due north to the point on the Shoreline of Voisey's Bay which is closest to Grid Coordinate N6,230,755 E572,805;

Thence in a general easterly direction following the Shoreline of Voisey's Bay to the point which is closest to Grid Coordinate N6,230,804 E573,766;

Thence southeasterly in a straight line to the point on the Shoreline of Voisey's Bay (Garland Bight) which is closest to Grid Coordinate N6,229,853 E574,931;

Thence in a general easterly direction following the Shoreline to the point that is either on the Shoreline or on the western Bank of Kogaluk River which is closest to Grid Coordinate N6,229,290 E578,964;

Thence easterly in a straight line to the point of commencement;

Containing an area of approximately 55.42 square kilometres (21.39 square miles) and shown on map sheet number 64 as illustrated in appendix A-2.

Unless otherwise specified all values are scaled based on the digital National Topographic Series of maps (1:50,000) and being referenced to grid north of the North American Datum 1983 (NAD83) and to the meridian of sixty-three degrees (63°) west longitude, zone twenty (20), of the Universal Transverse Mercator Projection.

PARCEL SML-28
Flowers Bay

Specified Material Lands parcel SML-28 comprises that parcel of land being entirely within Labrador Inuit Lands parcel LIL-13 in Newfoundland and Labrador that is bounded as follows:

Beginning at the point on the Shoreline of Flowers Bay which is closest to Grid Coordinate N6,180,482 E632,873;

Thence northwesterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,181,482 E632,336;

Thence northeasterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,181,985 E633,218;

Thence northeasterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,183,128 E633,919;

Thence easterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,183,012 E636,654;

Thence southeasterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,182,539 E637,668;

Thence southeasterly in a straight line to the point on the Shoreline of Flowers Bay which is closest to Grid Coordinate N6,181,968 E638,286;

Thence in a general westerly direction following the Shoreline of Flowers Bay to the point of commencement;

Containing an area of approximately 10.77 square kilometres (4.16 square miles) and shown on map sheet number 68 as illustrated in appendix A-2.

Unless otherwise specified all values are scaled based on the digital National Topographic Series of maps (1:50,000) and being referenced to grid north of the North American Datum 1983 (NAD83) and to the meridian of sixty-three degrees (63°) west longitude, zone twenty (20), of the Universal Transverse Mercator Projection.

PARCEL SML-29
Tooktoosner Bay

Specified Material Lands parcel SML-29 comprises that parcel of land being entirely within Labrador Inuit Lands parcel LIL-14 in Newfoundland and Labrador that is bounded as follows:

Beginning at the point on the Shoreline of Tooktoosner Bay which is closest to Grid Coordinate N6,147,880 E674,554;

Thence in a general southeasterly direction following the Shoreline of Tooktoosner Bay to the point which is closest to Grid Coordinate N6,146,974 E675,542;

Thence southwesterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,146,701 E675,303;

Thence northwesterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,147,524 E674,023;

Thence northeasterly in a straight line to the point of commencement;

Containing an area of approximately 0.74 square kilometres (0.29 square miles) and shown on map sheet number 76 as illustrated in appendix A-2.

Unless otherwise specified all values are scaled based on the digital National Topographic Series of maps (1:50,000) and being referenced to grid north of the North American Datum 1983 (NAD83) and to the meridian of sixty-three degrees (63°) west longitude, zone twenty (20), of the Universal Transverse Mercator Projection.

PARCEL SML-30
Anniowaktook Island

Specified Material Lands parcel SML-30 comprises that parcel of land being entirely within Labrador Inuit Lands parcel LIL-29 in Newfoundland and Labrador that is bounded as follows:

Beginning at the point on the Shoreline of Anniowaktook Island which is closest to Grid Coordinate N6,149,210 E678,202;

Thence proceeding clockwise following the Shoreline of Anniowaktook Island to the point on the Shoreline which is closest to Grid Coordinate N6,150,668 E680,140;

Thence southwesterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,149,556 E678,679;

Thence southwesterly in a straight line to the point of commencement;

Containing an area of approximately 1.25 square kilometres (0.48 square miles) and shown on map sheet number 76 as illustrated in appendix A-2.

Unless otherwise specified all values are scaled based on the digital National Topographic Series of maps (1:50,000) and being referenced to grid north of the North American Datum 1983 (NAD83) and to the meridian of sixty-three degrees (63°) west longitude, zone twenty (20), of the Universal Transverse Mercator Projection.

PARCEL SML-31
Kikkertavak Island

Specified Material Lands parcel SML-31 comprises that parcel of land being entirely within Labrador Inuit Lands parcel LIL-29 in Newfoundland and Labrador that is bounded as follows:

Beginning at the point on the Shoreline of Kikkertavak Island which is closest to Grid Coordinate N6,131,213 E677,122;

Thence proceeding clockwise following the Shoreline of Kikkertavak Island to the point which is closest to Grid Coordinate N6,135,313 E677,547;

Thence southeasterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,135,106 E678,002;

Thence southerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,132,066 E676,999;

Thence southerly in a straight line to the point of commencement;

Containing an area of approximately 2.18 square kilometres (0.84 square miles) and shown on map sheet number 76 as illustrated in appendix A-2.

Unless otherwise specified all values are scaled based on the digital National Topographic Series of maps (1:50,000) and being referenced to grid north of the North American Datum 1983 (NAD83) and to the meridian of sixty-three degrees (63°) west longitude, zone twenty (20), of the Universal Transverse Mercator Projection.

PARCEL SML-32
Adlatok Bay to Ugjoktok Bay

Specified Material Lands parcel SML-32 comprises that parcel of land being entirely within Labrador Inuit Lands parcel LIL-14 in Newfoundland and Labrador that is bounded as follows:

Beginning at the intersection point of the Shoreline of Adlatok Bay with the western Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,116,388 E652,235;

Thence in a general southerly direction following the Shoreline of Adlatok Bay to the point that is either on the Shoreline or the northern Bank of Adlatok River which is closest to Grid Coordinate N6,114,795 E651,396;

Thence southerly in a straight line to the point that is either on the southern Bank of Adlatok River or on the Shoreline of Adlatok Bay which is closest to Grid Coordinate N6,114,725 E651,379;

Thence in a general southerly direction following the Shoreline of Adlatok Bay and Ugjoktok Bay to the point that is either on the Shoreline of Ugjoktok Bay or the northern Bank of Adlatok River which is closest to Grid Coordinate N6,101,547 E647,279;

Thence southwesterly in a straight line to the point that is either on the southern Bank of said river or on the Shoreline which is closest to Grid Coordinate N6,101,425 E647,183;

Thence in a general southeasterly direction following the Shoreline of Ugjoktok Bay to the intersection point of the southern Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,101,012 E647,979;

Thence southwesterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,099,693 E646,670;

Thence southwesterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,098,916 E645,509;

Thence northwesterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,099,601 E644,930;

Thence westerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,099,578 E644,546;

Thence southwesterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,098,552 E642,363;

Thence southwesterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,097,796 E641,157;

Thence westerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,098,041 E640,221;

Thence westerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,098,425 E639,136;

Thence northwesterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,099,687 E638,127;

Thence westerly in a straight line to the intersection point of the southern Bank of an unnamed stream with the eastern Bank of another unnamed stream which is in the vicinity of Map Scale Coordinate N6,099,987 E636,872;

Thence northerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,102,064 E636,173;

Thence northeasterly in a straight line to the intersection point of the Bank of an unnamed pond with the western Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,103,572 E638,387;

Thence westerly in a straight line to the intersection point of the Bank of an unnamed pond with the western Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,103,977 E637,160;

Thence northerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,105,408 E636,611;

Thence northeasterly in a straight line to the intersection point of the Bank of an unnamed pond with the eastern Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,105,750 E636,895;

Thence easterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,105,983 E637,702;

Thence southeasterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,104,089 E639,167;

Thence easterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,104,084 E640,153;

Thence northeasterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,105,446 E642,208;

Thence northeasterly in a straight line to the intersection point of the Bank of an unnamed pond with the northern Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,108,187 E644,069;

Thence northeasterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,109,020 E644,460;

Thence northerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,110,252 E644,311;

Thence northeasterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,110,644 E644,882;

Thence easterly in a straight line to a point having Grid Coordinate N6,110,359 E646,227;

Thence northeasterly in a straight line to the intersection point of the southeastern Bank of an unnamed pond with the northern Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,111,343 E646,920;

Thence northeasterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,112,939 E649,664;

Thence northeasterly in a straight line to the intersection point of the Bank of an unnamed pond with the northern Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,113,603 E650,386;

Thence northerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,115,210 E650,222;

Thence northeasterly in a straight line to the intersection point of the northern Bank of an unnamed stream with the western Bank of another unnamed stream which is in the vicinity of Map Scale Coordinate N6,116,397 E651,153;

Thence easterly in a straight line to the point of commencement;

Containing an area of approximately 243.61 square kilometres (94.03 square miles) and shown on map sheet numbers 76 and 81 as illustrated in appendix A-2.

Unless otherwise specified all values are scaled based on the digital National Topographic Series of maps (1:50,000) and being referenced to grid north of the North American Datum 1983 (NAD83) and to the meridian of sixty-three degrees (63°) west longitude, zone twenty (20), of the Universal Transverse Mercator Projection.

PARCEL SML-33
East of Mistinippi Lake

Specified Material Lands parcel SML-33 comprises that parcel of land being entirely within Labrador Inuit Lands parcel LIL-14 in Newfoundland and Labrador that is bounded as follows:

Beginning at the point on the Summit of the Hill being the most easterly point of land within the described parcel which is in the vicinity of Map Scale Coordinate N6,073,934 E629,797;

Thence southwesterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,072,740 E628,936;

Thence westerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,073,758 E624,654;

Thence northwesterly in a straight line to the intersection point of the Bank of an unnamed pond with the western Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,076,197 E623,100;

Thence westerly in a straight line to the intersection point of the Bank of an unnamed pond with the southern Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,076,288 E621,641;

Thence southwesterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,075,032 E618,548;

Thence northerly in a straight line to the intersection point of the Bank of an unnamed pond with the northern Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,077,609 E618,653;

Thence northeasterly in a straight line to the intersection point of the Bank of an unnamed pond with the eastern Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,079,458 E619,656;

Thence northeasterly in a straight line to the intersection point of the southwestern Bank of an unnamed pond with the southern Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,080,847 E622,499;

Thence southerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,079,685 E622,591;

Thence easterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,080,108 E623,913;

Thence northeasterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,081,493 E626,567;

Thence southeasterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,080,790 E627,239;

Thence southwesterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,079,738 E626,814;

Thence easterly in a straight line to the intersection point of the Bank of an unnamed pond with the eastern Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,079,219 E628,848;

Thence southerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,078,321 E629,184;

Thence southwesterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,076,497 E626,229;

Thence southwesterly in a straight line to the intersection point of the Bank of an unnamed pond with the western Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,075,934 E625,967;

Thence southerly in a straight line to the intersection point of the Bank of an unnamed pond with the eastern Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,074,833 E626,330;

Thence easterly in a straight line to the intersection point of the Bank of an unnamed pond with the southern Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,074,372 E629,215;

Thence southeasterly in a straight line to the point of commencement;

Containing an area of approximately 49.12 square kilometres (18.96 square miles) and shown on map sheet numbers 86 and 87 as illustrated in appendix A-2.

Unless otherwise specified all values are scaled based on the digital National Topographic Series of maps (1:50,000) and being referenced to grid north of the North American Datum 1983 (NAD83) and to the meridian of sixty-three degrees (63°) west longitude, zone twenty (20), of the Universal Transverse Mercator Projection.

PARCEL SML-34

East of Mistinippi Lake and North of Kanairiktok River

Specified Material Lands parcel SML-34 comprises that parcel of land being entirely within Labrador Inuit Lands parcel LIL-14 in Newfoundland and Labrador that is bounded as follows:

Beginning at the point on the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,078,246 E633,204;

Thence westerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,079,022 E630,063;

Thence northeasterly in a straight line to the intersection point of the Bank of an unnamed pond with the eastern Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,083,071 E632,702;

Thence northeasterly in a straight line to the Summit of a Hill which is in the vicinity of Map Scale Coordinate N6,084,820 E634,039;

Thence northeasterly in a straight line to the intersection point of the Bank of an unnamed pond with the eastern Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,085,304 E634,924;

Thence easterly in a straight line to the intersection point of the southern Bank of an unnamed stream with the eastern Bank of another unnamed stream which is in the vicinity of Map Scale Coordinate N6,085,951 E638,009;

Thence easterly in a straight line to the point having Grid Coordinate N6,086,140 E639,894;

Thence southerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,083,907 E639,332;

Thence southwesterly in a straight line to the intersection point of the western Bank of an unnamed stream with the southwestern Bank of another unnamed stream which is in the vicinity of Map Scale Coordinate N6,083,543 E638,900;

Thence westerly in a straight line to the intersection point of the Bank of an unnamed pond with the western Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,083,217 E637,199;

Thence southwesterly in a straight line to the intersection point of the Bank of an unnamed pond with the southern Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,080,732 E634,983;

Thence southwesterly in a straight line to the point of commencement;

Containing an area of approximately 31.92 square kilometres (12.32 square miles) and shown on map sheet number 87 as illustrated in appendix A-2.

Unless otherwise specified all values are scaled based on the digital National Topographic Series of maps (1:50,000) and being referenced to grid north of the North American Datum 1983 (NAD83) and to the meridian of sixty-three degrees (63°) west longitude, zone twenty (20), of the Universal Transverse Mercator Projection.

PARCEL SML-35
Kanairiktok River

Specified Material Lands parcel SML-35 comprises that parcel of land being entirely within Labrador Inuit Lands parcel LIL-14 in Newfoundland and Labrador that is bounded as follows:

Beginning at the intersection point of the southern Bank of Kanairiktok River with eastern Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,078,602 E648,534;

Thence southwesterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,068,780 E642,986;

Thence southwesterly in a straight line to the intersection point of the Bank of an unnamed pond with the western Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,067,621 E639,436;

Thence southwesterly in a straight line to the intersection point of the Bank of an unnamed pond with the southern Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,065,684 E635,925;

Thence westerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,065,617 E633,362;

Thence northerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,069,533 E632,584;

Thence northeasterly in a straight line to the intersection point of the Bank of an unnamed pond with the northern Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,073,638 E634,472;

Thence northeasterly in a straight line to the intersection point of the Bank of an unnamed pond and the northern Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,076,010 E636,559;

Thence northeasterly in a straight line to the intersection point of the Bank of an unnamed pond with the northern Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,077,100 E638,342;

Thence northeasterly in a straight line to the intersection point of the Bank of an unnamed pond with the western Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,079,580 E639,639;

Thence northerly in a straight line to the intersection point of the Bank of an unnamed pond with the western Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,082,506 E640,255;

Thence northerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,085,639 E641,600;

Thence easterly in a straight line to the intersection point of the eastern Bank of an unnamed stream with the southern Bank of another unnamed stream which is in the vicinity of Map Scale Coordinate N6,086,144 E645,894;

Thence southerly in a straight line to the point of commencement;

Containing an area of approximately 172.90 square kilometres (66.74 square miles) and shown on map sheet numbers 87 and 93 as illustrated in appendix A-2.

Unless otherwise specified all values are scaled based on the digital National Topographic Series of maps (1:50,000) and being referenced to grid north of the North American Datum 1983 (NAD83) and to the meridian of sixty-three degrees (63°) west longitude, zone twenty (20), of the Universal Transverse Mercator Projection.

PARCEL SML-36
Warrens Lake

Specified Material Lands parcel SML-36 comprises that parcel of land being entirely within Labrador Inuit Lands parcel LIL-15 in Newfoundland and Labrador that is bounded as follows:

Beginning at a point on the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,050,908 E260,635;

Thence southwesterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,046,635 E256,976;

Thence westerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,045,134 E253,195;

Thence westerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,044,486 E247,782;

Thence westerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,044,962 E244,205;

Thence northerly in a straight line to the intersection point of the Bank of Warrens Lake with the eastern Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,047,265 E243,584;

Thence northerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,049,501 E243,619;

Thence northeasterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,052,453 E249,587;

Thence northerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,057,235 E250,473;

Thence northeasterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,059,599 E252,297;

Thence northeasterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,061,536 E255,372;

Thence easterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,061,310, E262,371;

Thence southwesterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,060,435 E259,531;

Thence southerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,049,656 E255,556;

Thence easterly in a straight line to the point of commencement;

Containing an area of approximately 157.67 square kilometres (60.86 square miles) and shown on map sheet numbers 93 and 99 as illustrated in appendix A-2.

Unless otherwise specified all values are scaled based on the digital National Topographic Series of maps (1:50,000) and being referenced to grid north of the North American Datum 1983 (NAD83) and to the meridian of fifty-seven degrees (57°) west longitude, zone twenty-one (21), of the Universal Transverse Mercator Projection.

PARCEL SML-37
South of Ghost Lake

Specified Material Lands parcel SML-37 comprises that parcel of land being entirely within Labrador Inuit Lands parcel LIL-16 in Newfoundland and Labrador that is bounded as follows:

Beginning at the intersection point of the Bank of an unnamed pond with the western Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,037,143 E293,417;

Thence easterly in a straight line to the intersection point of the Bank of an unnamed pond with the western Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,039,109 E298,847;

Thence due south to the point on Labrador Inuit Lands parcel 15 boundary which is closest to Grid Coordinate N6,037,804 E298,849;

Thence westerly in a straight line following said boundary to the point of commencement;

Containing an area of approximately 3.54 square kilometres (1.37 square miles) and shown on map sheet number 99 as illustrated in appendix A-2.

Unless otherwise specified all values are scaled based on the digital National Topographic Series of maps (1:50,000) and being referenced to grid north of the North American Datum 1983 (NAD83) and to the meridian of fifty-seven degrees (57°) west longitude, zone twenty-one (21), of the Universal Transverse Mercator Projection.

PARCEL SML-38
Jacques Lake

Specified Material Lands parcel SML-38 comprises that parcel of land being entirely within Labrador Inuit Lands parcel LIL-16 in Newfoundland and Labrador that is bounded as follows:

Beginning at the intersection point of the Bank of Jacques Lake with the western Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,066,927 E332,193;

Thence southerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,062,054 E332,203;

Thence southerly in a straight line to the intersection point of the Bank of White Bear Lake with the northern Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,057,362 E328,876;

Thence proceeding counter-clockwise following the Bank of White Bear Lake to the intersection point with the northern Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,054,493 E324,800;

Thence westerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,054,535 E321,881;

Thence westerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,054,060 E319,476;

Thence westerly in a straight line to the intersection point of the Bank of an unnamed pond with the western Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,052,244 E312,552;

Thence proceeding counter-clockwise following the Bank of said pond to the point which is closest to Grid Coordinate N6,048,038, E305,874;

Thence southerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,047,456 E306,040;

Thence southerly in a straight line to the point on the Bank of Michinappi Lake which is closest to Grid Coordinate N6,045,736 E306,091;

Thence proceeding counter-clockwise following the Bank of Michinappi Lake to the intersection point which is in the vicinity of Map Scale Coordinate N6,044,898 E310,111 with a line projected from the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,038,679 E310,354 through the Summit of another Hill which is in the vicinity of Map Scale Coordinate N6,043,258 E310,175;

Thence southwesterly in a straight line to the intersection point of the southern Bank of an unnamed river with the western Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,039,838 E304,789;

Thence northerly in a straight line to the intersection point of the western bank of said unnamed river with the northern bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,041,604 E304,619;

Thence in a general northerly direction following the western Bank of said unnamed river to the intersection point with the northern bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,043,754 E305,176;

Thence northwesterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,046,000 E303,475;

Thence northwesterly in a straight line to the intersection point of the Bank of Ghost Lake with the eastern Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,046,814 E301,550;

Thence proceeding counter-clockwise following the Bank of Ghost Lake to the intersection point of the southern Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,047,771 E302,940;

Thence in a general easterly direction following the southern Bank of said unnamed stream to the intersection point with the Bank of an unnamed pond which is in the vicinity of Map Scale Coordinate N6,047,783 E302,995;

Thence proceeding counter-clockwise following the Bank of said unnamed pond to the intersection point with the southern Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,047,737 E303,460;

Thence in a general northeasterly direction following the southern Bank of said unnamed stream to the intersection point with the Bank of an unnamed pond which is in the vicinity of Map Scale Coordinate N6,047,787 E303,542;

Thence in a general northeasterly direction following the southern Bank of said pond to the intersection point with the southern Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,047,925 E303,801;

Thence northerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,051,351 E304,777;

Thence northwesterly in a straight to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,054,878 E303,252;

Thence northwesterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,057,884 E301,555;

Thence easterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,057,697 E303,520;

Thence northeasterly in a straight line to the intersection point of the southern Bank of an unnamed stream with the western Bank of another unnamed stream which is in the vicinity of Map Scale Coordinate N6,060,374 E308,217;

Thence easterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,061,571 E313,560;

Thence easterly in a straight line to the intersection point of the Bank of an unnamed pond with the eastern Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,060,388 E327,223;

Thence northeasterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,063,698 E328,811;

Thence northeasterly in a straight line to the intersection point of the Bank of Jacques Lake with the eastern Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,065,312 E329,939;

Thence in a general northeasterly direction following the Bank of Jacques Lake to the point of commencement;

Containing an area of approximately 236.73 square kilometres (91.38 square miles) and shown on map sheet numbers 93, 94, 99 and 100 as illustrated in appendix A-2.

Unless otherwise specified all values are scaled based on the digital National Topographic Series of maps (1:50,000) and being referenced to grid north of the North American Datum 1983 (NAD83) and to the meridian of fifty-seven degrees (57°) west longitude, zone twenty-one (21), of the Universal Transverse Mercator Projection.

PARCEL SML-39
Makkovik

Specified Material Lands parcel SML-39 comprises that parcel of land being entirely within Labrador Inuit Lands parcel LIL-16 in Newfoundland and Labrador that is bounded as follows:

Beginning at the intersection point of the Shoreline of Big Bight with the western Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,095,877 E370,281;

Thence southwesterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,094,422 E369,161;

Thence westerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,094,464 E367,523;

Thence northwesterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,096,148 E365,339;

Thence southwesterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,093,963 E364,475;

Thence southeasterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,090,738 E368,959;

Thence southerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,087,800 E368,029;

Thence southwesterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,085,485 E363,834;

Thence southerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,081,389 E362,610;

Thence southwesterly in a straight line to the intersection point of the western Bank of an unnamed stream with the northern bank of another unnamed stream which is in the vicinity of Map Scale Coordinate N6,078,249 E359,815;

Thence northwesterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,085,134 E354,679;

Thence northeasterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,087,310 E359,166;

Thence northerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,090,632 E359,196;

Thence westerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,091,332 E351,329;

Thence westerly in a straight line to the intersection point of the Bank of an unnamed pond with the western Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,090,363 E346,527;

Thence southwesterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,087,408 E344,818;

Thence southwesterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,086,084 E343,475;

Thence southwesterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,085,069 E341,506;

Thence westerly in a straight line to the intersection point of the eastern Bank of Makkovik River with the northern bank of a tributary which is in the vicinity of Map Scale Coordinate N6,085,757 E339,139;

Thence in a general northeasterly direction following the Bank of the Makkovik River and an unnamed pond (forming part of the Makkovik River) to the intersection point with the eastern Bank of an tributary which is in the vicinity of Map Scale Coordinate N6,092,276 E344,151;

Thence southerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,090,887 E344,678;

Thence northeasterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,092,752 E347,059;

Thence easterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,095,416 E354,178;

Thence southeasterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,092,558 E355,685;

Thence easterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,092,853 E356,972;

Thence northeasterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,096,544 E358,608;

Thence northeasterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,097,462 E359,763;

Thence northerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,100,592 E359,802;

Thence northerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,103,047 E360,528;

Thence northeasterly in a straight line to the point on the western Bank of Makkovik Brook which is closest to Grid Coordinate N6,104,245 E362,267;

Thence in a general northerly direction following the western Bank of Makkovik Brook to the intersection with Moravian Crown Grant (Unitas Fratrum) Vol.64A Fol.125[5] boundary which is in the vicinity of Map Scale Coordinate N6,104,705 E362,440;

Thence in a general northerly direction following said boundary to the point on the Shoreline of Makkovik Harbour which is in the vicinity of Map Scale Coordinate N6,106,563 E362,242;

Thence in a general southeasterly direction following the Shoreline of Makkovik Bay, Ford's Bight, Wild Bight, and Big Bight to the point of commencement;

Containing an area of approximately 358.89 square kilometres (138.53 square miles) and shown on map sheet numbers 82, 83 and 88 as illustrated in appendix A-2.

Unless otherwise specified all values are scaled based on the digital National Topographic Series of maps (1:50,000) and being referenced to grid north of the North American Datum 1983 (NAD83) and to the meridian of fifty-seven degrees (57°) west longitude, zone twenty-one (21), of the Universal Transverse Mercator Projection.

Reserving, nevertheless, out of the above described parcel:
Grant Vol. 64A Fol. 125 issued to Unitas Fratrum,
as recorded in the Crown Lands Registry at St. John's, Newfoundland and Labrador.

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[5] A copy of Moravian Crown Grant(Unitas Fratrum) Vol.64A Fol.125 is recorded in the Crown Lands Registry at St. John's, Newfoundland and Labrador.

PARCEL SML-40
Big River

Specified Material Lands parcel SML-40 comprises that parcel of land being entirely within Labrador Inuit Lands parcel LIL-16 in Newfoundland and Labrador that is bounded as follows:

Beginning at the intersection point of the southern Bank of Big River with the western Bank of a tributary which is in the vicinity of Map Scale Coordinate N6,070,172 E358,253;

Thence southerly in a straight line to the intersection point of the western Bank of an unnamed stream with the southern Bank of another unnamed stream which is in the vicinity of Map Scale Coordinate N6,067,916 E357,497;

Thence westerly in a straight line to the intersection point of the western Bank of an unnamed stream with the southern Bank of another unnamed stream which is in the vicinity of Map Scale Coordinate N6,068,598 E355,412;

Thence northeasterly in a straight line to the intersection point of the northern Bank of Big River with the northwestern Bank of a side channel which is in the vicinity of Map Scale Coordinate N6,070,021 E356,915;

Thence easterly in a straight line to the point of commencement;

Containing an area of approximately 3.45 square kilometres (1.33 square miles) and shown on map sheet numbers 88 and 94 as illustrated in appendix A-2.

Unless otherwise specified all values are scaled based on the digital National Topographic Series of maps (1:50,000) and being referenced to grid north of the North American Datum 1983 (NAD83) and to the meridian of fifty-seven degrees (57°) west longitude, zone twenty-one (21), of the Universal Transverse Mercator Projection.

PARCEL SML-41
Big River

Specified Material Lands parcel SML-41 comprises that parcel of land being entirely within Labrador Inuit Lands parcel LIL-16 in Newfoundland and Labrador that is bounded as follows:

Beginning at the intersection point of the southern Bank of Big River with the western bank of a tributary which is in the vicinity of Map Scale Coordinate N6,066,776 E355,942;

Thence southwesterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,064,065 E354,108;

Thence southwesterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,061,411 E352,424;

Thence westerly in a straight line to the intersection point of the western Bank of Big River with the northern Bank of a tributary which is in the vicinity of Map Scale Coordinate N6,061,297 E351,510;

Thence northerly in a straight line to the point on the northern Bank of Otter Lake Brook which is closest to Grid Coordinate N6,062,670, E351,095;

Thence northerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,066,490 E351,653;

Thence easterly in a straight line to the point of commencement;

Containing an area of approximately 14.44 square kilometres (5.57 square miles) and shown on map sheet number 94 as illustrated in appendix A-2.

Unless otherwise specified all values are scaled based on the digital National Topographic Series of maps (1:50,000) and being referenced to grid north of the North American Datum 1983 (NAD83) and to the meridian of fifty-seven degrees (57°) west longitude, zone twenty-one (21), of the Universal Transverse Mercator Projection.

PARCEL SML-42
Morgan's Island (Adlavik Islands)

Specified Material Lands parcel SML-42 comprises that parcel of land being entirely within Labrador Inuit Lands parcel LIL-29 in Newfoundland and Labrador that is bounded as follows:

Beginning at the most northerly point on the Shoreline of Morgan's Island which is closest to Grid Coordinate N6,096,920 E389,138;

Thence following the Shoreline for the circumference of Morgan's Island to the point of commencement;

Containing an area of approximately 5.63 square kilometres (2.17 square miles) and shown on map sheet numbers 83 and 89 as illustrated in appendix A-2.

Unless otherwise specified all values are scaled based on the digital National Topographic Series of maps (1:50,000) and being referenced to grid north of the North American Datum 1983 (NAD83) and to the meridian of fifty-seven degrees (57°) west longitude, zone twenty-one (21), of the Universal Transverse Mercator Projection.

PARCEL SML-43
Pretty Harbour Island (Adlavik Islands)

Specified Material Lands parcel SML-43 comprises that parcel of land being entirely within Labrador Inuit Lands parcel LIL-29 in Newfoundland and Labrador that is bounded as follows:

Beginning at the most northerly point on the Shoreline of Pretty Harbour Island which is closest to Grid Coordinate N6,095,491 E385,608;

Thence following the Shoreline for the circumference of Pretty Harbour Island to the point of commencement;

Containing an area of approximately 2.34 square kilometres (0.90 square miles) and shown on map sheet number 89 as illustrated in appendix A-2.

Unless otherwise specified all values are scaled based on the digital National Topographic Series of maps (1:50,000) and being referenced to grid north of the North American Datum 1983 (NAD83) and to the meridian of fifty-seven degrees (57°) west longitude, zone twenty-one (21), of the Universal Transverse Mercator Projection.

PARCEL SML-44
Conical Island (Adlavik Islands)

Specified Material Lands parcel SML-44 comprises that parcel of land being entirely within Labrador Inuit Lands parcel LIL-29 in Newfoundland and Labrador that is bounded as follows:

Beginning at the most northerly point on the Shoreline of Conical Island which is closest to Grid Coordinate N6,089,646 E382,440;

Thence following the Shoreline for the circumference of Conical Island to the point of commencement;

Containing an area of approximately 1.83 square kilometres (0.71 square miles) and shown on map sheet number 89 as illustrated in appendix A-2.

Unless otherwise specified all values are scaled based on the digital National Topographic Series of maps (1:50,000) and being referenced to grid north of the North American Datum 1983 (NAD83) and to the meridian of fifty-seven degrees (57°) west longitude, zone twenty-one (21), of the Universal Transverse Mercator Projection.

PARCEL SML-45
Indian Island (Adlavik Islands)

Specified Material Lands parcel SML-45 comprises that parcel of land being entirely within Labrador Inuit Lands parcel LIL-29 in Newfoundland and Labrador that is bounded as follows:

Beginning at the most northerly point on the Shoreline of Indian Island which is closest to Grid Coordinate N6,086,196 E380,707;

Thence following the Shoreline for the circumference of Indian Island to the point of commencement;

Containing an area of approximately 1.81 square kilometres (0.70 square miles) and shown on map sheet number 89 as illustrated [illegible] appendix A-2.

Unless otherwise specified all values are scaled based on the digital National Topographic Series of maps (1:50,000) and being referenced to grid north of the North American Datum 1983 (NAD83) and to the meridian of fifty-seven degrees (57°) west longitude, zone twenty-one (21), of the Universal Transverse Mercator Projection.

PARCEL SML-46
Southern Island (Adlavik Islands)

Specified Material Lands parcel SML-46 comprises that parcel of land being entirely within Labrador Inuit Lands parcel LIL-29 in Newfoundland and Labrador that is bounded as follows:

Beginning at the most northerly point on the Shoreline of Southern Island which is closest to Grid Coordinate N6,100,606 E386,756;

Thence following the Shoreline for the circumference of Southern Island to the point of commencement;

Containing an area of approximately 11.00 square kilometres (4.25 square miles) and shown on map sheet numbers 83 and 89 as illustrated in appendix A-2.

Unless otherwise specified all values are scaled based on the digital National Topographic Series of maps (1:50,000) and being referenced to grid north of the North American Datum 1983 (NAD83) and to the meridian of fifty-seven degrees (57°) west longitude, zone twenty-one (21), of the Universal Transverse Mercator Projection.

PARCEL SML-47

Long Tickle Island (Adlavik Islands)

Specified Material Lands parcel SML-47 comprises that parcel of land being entirely within Labrador Inuit Lands parcel LIL-29 in Newfoundland and Labrador that is bounded as follows:

Beginning at the most northerly point on the Shoreline of Long Tickle Island which is closest to Grid Coordinate N6,103,200 E382,995;

Thence following the Shoreline for the circumference of Long Tickle Island to the point of commencement;

Containing an area of approximately 11.08 square kilometres (4.28 square miles) and shown on map sheet number 83 as illustrated in appendix A-2.

Unless otherwise specified all values are scaled based on the digital National Topographic Series of maps (1:50,000) and being referenced to grid north of the North American Datum 1983 (NAD83) and to the meridian of fifty-seven degrees (57°) west longitude, zone twenty-one (21), of the Universal Transverse Mercator Projection.

PARCEL SML-48
Adlavik Islands

Specified Material Lands parcel SML-48 comprises that parcel of land being entirely within Labrador Inuit Lands parcel LIL-29 in Newfoundland and Labrador that is bounded as follows:

Beginning at the most northerly point on the Shoreline of an unnamed Island (Adlavik Islands) which is closest to Grid Coordinate N6,099,252 E389,546;

Thence following the Shoreline for the circumference of said Island to the point of commencement;

Containing an area of approximately 0.52 square kilometres (0.20 square miles) and shown on map sheet number 83 as illustrated in appendix A-2.

Unless otherwise specified all values are scaled based on the digital National Topographic Series of maps (1:50,000) and being referenced to grid north of the North American Datum 1983 (NAD83) and to the meridian of fifty-seven degrees (57°) west longitude, zone twenty-one (21), of the Universal Transverse Mercator Projection.

PARCEL SML-49
Adlavik Islands

Specified Material Lands parcel SML-49 comprises that parcel of land being entirely within Labrador Inuit Lands parcel LIL-29 in Newfoundland and Labrador that is bounded as follows:

Beginning at the most northerly point on the Shoreline of an unnamed island (Adlavik Islands) which is closest to Grid Coordinate N6,098,692 E388,192;

Thence following the Shoreline for the circumference of said island to the point of commencement;

Containing an area of approximately 0.81 square kilometres (0.31 square miles) and shown on map sheet number 83 as illustrated in appendix A-2.

Unless otherwise specified all values are scaled based on the digital National Topographic Series of maps (1:50,000) and being referenced to grid north of the North American Datum 1983 (NAD83) and to the meridian of fifty-seven degrees (57°) west longitude, zone twenty-one (21), of the Universal Transverse Mercator Projection.

PARCEL SML-50
Adlavik Islands

Specified Material Lands parcel SML-50 comprises that parcel of land being entirely within Labrador Inuit Lands parcel LIL-29 in Newfoundland and Labrador that is bounded as follows:

Beginning at the most northerly point on the Shoreline of an unnamed island (Adlavik Islands) which is closest to Grid Coordinate N6,098,064 E387,291;

Thence following the Shoreline for the circumference of said island to the point of commencement;

Containing an area of approximately 0.57 square kilometres (0.22 square miles) and shown on map sheet number 83 as illustrated in appendix A-2.

Unless otherwise specified all values are scaled based on the digital National Topographic Series of maps (1:50,000) and being referenced to grid north of the North American Datum 1983 (NAD83) and to the meridian of fifty-seven degrees (57°) west longitude, zone twenty-one (21), of the Universal Transverse Mercator Projection.

PARCEL SML-51
Kikkertavak Island (Adlavik Islands)

Specified Material Lands parcel SML-51 comprises that parcel of land being entirely within Labrador Inuit Lands parcel LIL-29 in Newfoundland and Labrador that is bounded as follows:

Beginning at the most northerly point on the Shoreline of Kikkertavak Island which is closest to Grid Coordinate N6,096,930 E391,372;

Thence following the Shoreline for the circumference of Kikkertavak Island to the point of commencement;

Containing an area of approximately 34.15 square kilometres (13.18 square miles) and shown on map sheet numbers 83 and 89 as illustrated in appendix A-2.

Unless otherwise specified all values are scaled based on the digital National Topographic Series of maps (1:50,000) and being referenced to grid north of the North American Datum 1983 (NAD83) and to the meridian of fifty-seven degrees (57°) west longitude, zone twenty-one (21), of the Universal Transverse Mercator Projection.

PARCEL SML-52
Iron Island (Dog Islands)

Specified Material Lands parcel SML-52 comprises that parcel of land being entirely within Labrador Inuit Lands parcel LIL-29 in Newfoundland and Labrador that is bounded as follows:

Beginning at the most northerly point on the Shoreline of Iron Island which is closest to Grid Coordinate N6,083,420 E389,338;

Thence following the Shoreline for the circumference of Iron Island to the point of commencement;

Containing an area of approximately 5.58 square kilometres (2.15 square miles) and shown on map sheet number 89 as illustrated in appendix A-2.

Unless otherwise specified all values are scaled based on the digital National Topographic Series of maps (1:50,000) and being referenced to grid north of the North American Datum 1983 (NAD83) and to the meridian of fifty-seven degrees (57°) west longitude, zone twenty-one (21), of the Universal Transverse Mercator Projection.

PARCEL SML-53
Dog Island (Dog Islands)

Specified Material Lands parcel SML-53 comprises that parcel of land being entirely within Labrador Inuit Lands parcel LIL-29 in Newfoundland and Labrador that is bounded as follows:

Beginning at the most northerly point on the Shoreline of Dog Island which is closest to Grid Coordinate N6,081,287 E394,046;

Thence following the Shoreline for the circumference of Dog Island to the point of commencement;

Containing an area of approximately 4.37 square kilometres (1.69 square miles) and shown on map sheet number 89 as illustrated in appendix A-2.

Unless otherwise specified all values are scaled based on the digital National Topographic Series of maps (1:50,000) and being referenced to grid north of the North American Datum 1983 (NAD83) and to the meridian of fifty-seven degrees (57°) west longitude, zone twenty-one (21), of the Universal Transverse Mercator Projection.

PARCEL SML-54
Burnt Island

Specified Material Lands parcel SML-54 comprises that parcel of land being entirely within Labrador Inuit Lands parcel LIL-29 in Newfoundland and Labrador that is bounded as follows:

Beginning at the most northerly point on the Shoreline of Burnt Island which is closest to Grid Coordinate N6,077,137 E394,526;

Thence following the Shoreline for the circumference of Burnt Island to the point of commencement;

Containing an area of approximately 2.85 square kilometres (1.10 square miles) and shown on map sheet number 89 as illustrated in appendix A-2.

Unless otherwise specified all values are scaled based on the digital National Topographic Series of maps (1:50,000) and being referenced to grid north of the North American Datum 1983 (NAD83) and to the meridian of fifty-seven degrees (57°) west longitude, zone twenty-one (21), of the Universal Transverse Mercator Projection.

PARCEL SML-55
Salmon Bight - Rocky Cove

Specified Material Lands parcel SML-55 comprises that parcel of land being entirely within Labrador Inuit Lands parcel LIL-16 in Newfoundland and Labrador that is bounded as follows:

Beginning at the intersection point of the Shoreline of Salmon Bight which is in the vicinity of Map Scale Coordinate N6,074,227 E392,828 with a line projected due north from the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,073,276 E392,828;

Thence in a general easterly direction following the Shoreline of Salmon Bight to the intersection point on the Shoreline of Rocky Cove which is in the vicinity of Map Scale Coordinate N6,074,317 E399,015 with a line projected due north of the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,074,031 E399,015;

Thence due south to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,074,031 E399,015;

Thence southwesterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,072,813 E398,139;

Thence southwesterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,072,242 E397,490;

Thence westerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,072,691 E394,572;

Thence westerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,073,276 E392,828;

Thence due north to the point of commencement;

Containing an area of approximately 4.79 square kilometres (1.85 square miles) and shown on map sheet number 89 as illustrated in appendix A-2.

Unless otherwise specified all values are scaled based on the digital National Topographic Series of maps (1:50,000) and being referenced to grid north of the North American Datum 1983 (NAD83) and to the meridian of fifty-seven degrees (57°) west longitude, zone twenty-one (21), of the Universal Transverse Mercator Projection.

PARCEL SML-56
Tukialik (Tuchialic) Bay

Specified Material Lands parcel SML-56 comprises that parcel of land being entirely within Labrador Inuit Lands parcel LIL-16 in Newfoundland and Labrador that is bounded as follows:

Beginning at a point on the southern Shoreline of Tukialik (Tuchialic) Bay which is closest to Grid Coordinate N6,066,906 E408,577;

Thence southerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,064,301 E407,964;

Thence southerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,059,738 E408,836;

Thence northwesterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,061,832 E407,441;

Thence northwesterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,064,605 E403,530;

Thence northwesterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,068,134 E401,600;

Thence northeasterly in a straight line to the intersection point of the Shoreline with the southeastern Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,070,308 E403,552;

Thence in a general southeasterly direction following the Shoreline to the point of commencement;

Containing an area of approximately 37.59 square kilometres (14.51 square miles) and shown on map sheet numbers 89 and 95 as illustrated in appendix A-2.

Unless otherwise specified all values are scaled based on the digital National Topographic Series of maps (1:50,000) and being referenced to grid north of the North American Datum 1983 (NAD83) and to the meridian of fifty-seven degrees (57°) west longitude, zone twenty-one (21), of the Universal Transverse Mercator Projection.

Reserving, nevertheless, out of the above described parcel:
Transfer No. 73955 issued to Department of National Defence (Lab 5, Beachhead),
as recorded in the Crown Lands Registry at St. John's, Newfoundland and Labrador.

PARCEL SML-57
Lake Michael

Specified Material Lands parcel SML-57 comprises that parcel of land being entirely within Labrador Inuit Lands parcel LIL-17 in Newfoundland and Labrador that is bounded as follows:

Beginning at a point on the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,055,179 E403,827;

Thence easterly in a straight line to the intersection point of the Bank of an unnamed pond with the eastern Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,056,183 E409,674;

Thence easterly in a straight line to the intersection point of the Bank of an unnamed pond with the western Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,055,626 E417,329;

Thence southerly in a straight line to the intersection point of the Bank of an unnamed pond with the southern Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,051,416 E417,004;

Thence westerly in a straight line to the intersection point of the Bank of Lake Michael with the western Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,053,009 E408,084;

Thence northwesterly in a straight line to the intersection point of the Bank of Lake Michael with the northern Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,054,629 E403,704;

Thence northerly in a straight line to the point of commencement;

Containing an area of approximately 41.49 square kilometres (16.02 square miles) and shown on map sheet number 95 as illustrated in appendix A-2.

Unless otherwise specified all values are scaled based on the digital National Topographic Series of maps (1:50,000) and being referenced to grid north of the North American Datum 1983 (NAD83) and to the meridian of fifty-seven degrees (57°) west longitude, zone twenty-one (21), of the Universal Transverse Mercator Projection.

PARCEL SML-58
Pottles Bay

Specified Material Lands parcel SML-58 comprises that parcel of land being entirely within Labrador Inuit Lands parcel LIL-20 in Newfoundland and Labrador that is bounded as follows:

Beginning at the point on the Shoreline of Pottles Bay which is closest to Grid Coordinate N6,038,075 E462,310;

Thence northeasterly in a straight line to the intersection point of the Bank of an unnamed pond with the eastern Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,039,091 E463,406;

Thence southeasterly in a straight line to the point on the Shoreline of Pottles Bay which is closest to Grid Coordinate N6,037,791 E464,163;

Thence in a general westerly direction following the Shoreline to the point of commencement;

Containing an area of approximately 0.67 square kilometres (0.26 square miles) and shown on map sheet number 102 as illustrated in appendix A-2.

Unless otherwise specified all values are scaled based on the digital National Topographic Series of maps (1:50,000) and being referenced to grid north of the North American Datum 1983 (NAD83) and to the meridian of fifty-seven degrees (57°) west longitude, zone twenty-one (21), of the Universal Transverse Mercator Projection.

PARCEL SML-59
Tom Luscombe Brook

Specified Material Lands parcel SML-59 comprises that parcel of land being entirely within Labrador Inuit Lands parcel LIL-20 in Newfoundland and Labrador that is bounded as follows:

Beginning at the intersection point of the Shoreline (west of Green Point) with the western Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,024,794 E424,628;

Thence in a general westerly direction following the Shoreline to the point that is either on the Shoreline or the northeastern Bank of Tom Luscombe Brook which is closest to Grid Coordinate N6,023,227 E420,623;

Thence southwesterly in a straight line to the point that is either on the southwestern Bank of said brook or on the Shoreline which is closest to Grid Coordinate N6,023,030 E420,458;

Thence in a general southwesterly direction following the Shoreline to the point that is either on the Shoreline of The Channel or the northern Bank of Goose Brook which is closest to Grid Coordinate N6,018,491 E416,221;

Thence southerly in a straight line to the point that is either on the southern Bank of Goose Brook or on the Shoreline of The Channel which is closest to Grid Coordinate N6,018,447 E416,220;

Thence in a general easterly direction following the Shoreline to the intersection point which is in the vicinity of Map Scale Coordinate N6,019,771 E421,425 with a line projected due north from the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,017,916 E421,425;

Thence due south to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,017,916 E421,425;

Thence westerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,016,145 E411,870;

Thence northerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,018,442 E410,898;

Thence northeasterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,023,362 E414,098;

Thence easterly in a straight line to the intersection point of the Bank of an unnamed pond with the western Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,026,096 E423,131;

Thence easterly in a straight line to the intersection point of the western Bank of an unnamed stream with the eastern Bank of another unnamed stream which is in the vicinity of Map Scale Coordinate N6,025,986 E424,363;

Thence in a general southerly direction following the western Bank of said stream to the point of commencement;

Containing an area of approximately 65.02 square kilometres (25.10 square miles) and shown on map sheet number 101 as illustrated in appendix A-2.

Unless otherwise specified all values are scaled based on the digital National Topographic Series of maps (1:50,000) and being referenced to grid north of the North American Datum 1983 (NAD83) and to the meridian of fifty-seven degrees (57°) west longitude, zone twenty-one (21), of the Universal Transverse Mercator Projection.

PARCEL SML-60
The Narrows (Double Mer)

Specified Material Lands parcel SML-60 comprises that parcel of land being entirely within Labrador Inuit Lands parcel LIL-20 in Newfoundland and Labrador that is bounded as follows:

Beginning at the intersection point of the Shoreline of The Narrows (Double Mer) with the northeastern Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,005,846 E395,639;

Thence in a general southwesterly direction following the Shoreline to the intersection point with the northeast Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,001,548 E390,064;

Thence northwesterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,002,425 E388,943;

Thence westerly in a straight line to the intersection point of the Bank of an unnamed pond with the northern Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,002,948 E383,273;

Thence northerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,005,922 E383,832;

Thence easterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,007,298 E390,976;

Thence southeasterly in a straight line to the point of commencement;

Containing an area of approximately 46.35 square kilometres (17.89 square miles) and shown on map sheet number 106 as illustrated in appendix A-2.

Unless otherwise specified all values are scaled based on the digital National Topographic Series of maps (1:50,000) and being referenced to grid north of the North American Datum 1983 (NAD83) and to the meridian of fifty-seven degrees (57°) west longitude, zone twenty-one (21), of the Universal Transverse Mercator Projection.

PARCEL SML-61
The Narrows (Hamilton Inlet)

Specified Material Lands parcel SML-61 comprises that parcel of land being entirely within Labrador Inuit Lands parcel LIL-25 in Newfoundland and Labrador that is bounded as follows:

Beginning at the intersection point of the Shoreline of The Narrows with the northern Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,004,179 E409,393;

Thence in a general southeasterly direction following the Bank of said stream to the intersection point with the southern Bank of another unnamed stream which is in the vicinity of Map Scale Coordinate N6,003,352 E409,916;

Thence southerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N5,999,708 E410,996;

Thence westerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N5,999,537 E408,608;

Thence northwesterly in a straight line to the point on the Shoreline which is closest to Grid Coordinate N6,000,195 E408,062;

Thence in a general northerly direction following the Shoreline of The Narrows to the point of commencement;

Containing an area of approximately 8.17 square kilometres (3.15 square miles) and shown on map sheet number 106 as illustrated in appendix A-2.

Unless otherwise specified all values are scaled based on the digital National Topographic Series of maps (1:50,000) and being referenced to grid north of the North American Datum 1983 (NAD83) and to the meridian of fifty-seven degrees (57°) west longitude, zone twenty-one (21), of the Universal Transverse Mercator Projection.

PARCEL SML-62
Henrietta Island

Specified Material Lands parcel SML-62 comprises that parcel of land being entirely within Labrador Inuit Lands parcel LIL-29 in Newfoundland and Labrador that is bounded as follows:

Beginning at the intersection point of the Shoreline of Henrietta Island with the western Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N5,997,578 E406,492;

Thence southwesterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N5,996,312 E403,489;

Thence southwesterly in a straight line to the intersection point of the Shoreline of Henrietta Island with the northern Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N5,995,707 E401,485;

Thence proceeding clockwise following the Shoreline of Henrietta Island to the point of commencement;

Containing an area of approximately 1.99 square kilometres (0.77 square miles) and shown on map sheet number 106 as illustrated in appendix A-2.

Unless otherwise specified all values are scaled based on the digital National Topographic Series of maps (1:50,000) and being referenced to grid north of the North American Datum 1983 (NAD83) and to the meridian of fifty-seven degrees (57°) west longitude, zone twenty-one (21), of the Universal Transverse Mercator Projection.

PARCEL SML-63
Molioch Cove

Specified Material Lands parcel SML-63 comprises that parcel of land being entirely within Labrador Inuit Lands parcel LIL-21 in Newfoundland and Labrador that is bounded as follows:

Beginning at the intersection point of the Shoreline of Molioch Cove with the western Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N5,998,080 E398,626;

Thence in a general southeasterly direction following the Shoreline to the point which is closest to Grid Coordinate N5,996,809 E400,767;

Thence westerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N5,996,494 E399,240;

Thence westerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N5,995,957 E396,056;

Thence northwesterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N5,997,545 E394,514;

Thence northerly in a straight line to the intersection point of the Bank of Molioch Pond with the southern Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N5,998,121 E394,463;

Thence proceeding counter-clockwise following the Bank of said pond to the intersection point with the southern Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N5,998,036 E397,868;

Thence easterly in a straight line to the point of commencement;

Containing an area of approximately 8.01 square kilometres (3.09 square miles) and shown on map sheet number 106 as illustrated in appendix A-2.

Unless otherwise specified all values are scaled based on the digital National Topographic Series of maps (1:50,000) and being referenced to grid north of the North American Datum 1983 (NAD83) and to the meridian of fifty-seven degrees (57°) west longitude, zone twenty-one (21), of the Universal Transverse Mercator Projection.

PARCEL SML-64
Strange Lake

Specified Material Lands parcel SML-64 comprises that parcel of land being coincident in all respects with Labrador Inuit Lands parcel LIL-27.

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Written Descriptions

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Water Lots

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PARCEL WL-01
Miriam Lake

Water Lot parcel WL-01 comprises that parcel of land in Newfoundland and Labrador and Canada that is bounded as follows:

Beginning at the intersection point of the Shoreline of Iron Strand with the western Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,602,162 E454,729;

Thence northwesterly in a straight line to the point on the Shoreline which is closest to Grid Coordinate N6,607,771 E451,384;

Thence in a general westerly direction following the Shoreline to the point that is either on the Shoreline or the northern Bank of an unnamed river which is closest to Grid Coordinate N6,607,838 E450,765;

Thence southerly in a straight line to the point that is either on the southern Bank of said unnamed river or on the Shoreline which is closest to Grid Coordinate N6,607,808 E450,766;

Thence in a general southerly direction following the Shoreline to the point that is either on the Shoreline or the northern Bank of Helga River which is closest to Grid Coordinate N6,604,531 E451,041;

Thence southerly in a straight line to the point that is either on the southern Bank of Helga River or on the Shoreline which is closest to Grid Coordinate N6,604,494 E451,061;

Thence in a general southeasterly direction following the Shoreline to the point of commencement;

Containing an area of approximately 9.2 square kilometres (3.55 square miles) and shown on map sheet number 10 as illustrated in appendix A-2.

Unless otherwise specified all values are scaled based on the digital National Topographic Series of maps (1:50,000) and being referenced to grid north of the North American Datum 1983 (NAD83) and to the meridian of sixty-three degrees (63°) west longitude, zone twenty (20), of the Universal Transverse Mercator Projection.

PARCEL WL-02
Ugjuktok Fiord

Water Lot parcel WL-02 comprises that parcel of land in Newfoundland and Labrador and Canada that is bounded as follows:

Beginning at the intersection point of the Shoreline of Ugjuktok Fiord with the western Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,461,943 E465,671;

Thence in a general northerly direction following the Shoreline of Ugjuktok Fiord to the point which is closest to Grid Coordinate N6,463,890 E465,535;

Thence southerly in a straight line to the point of commencement;

Containing an area of approximately 2.07 square kilometres (0.8 square miles) and shown on map sheet number 24 as illustrated in appendix A-2.

Unless otherwise specified all values are scaled based on the digital National Topographic Series of maps (1:50,000) and being referenced to grid north of the North American Datum 1983 (NAD83) and to the meridian of sixty-three degrees (63°) west longitude, zone twenty (20), of the Universal Transverse Mercator Projection.

PARCEL WL-03
Anchorstock Bight

Water Lot parcel WL-03 comprises that parcel of land in Newfoundland and Labrador and Canada that is bounded as follows:

Beginning at the point on the Shoreline of Anchorstock Bight which is closest to Grid Coordinate N6,404,222 E568,775;

Thence proceeding in a clockwise direction following the Shoreline of Cod Island to the point on the Shoreline of Anchorstock Bight which is closest to Grid Coordinate N6,404,281 E568,741;

Thence southerly in a straight line to the point of commencement;

Containing an area of approximately 0.82 square kilometres (0.32 square miles) and shown on map sheet number 34 as illustrated in appendix A-2.

Unless otherwise specified all values are scaled based on the digital National Topographic Series of maps (1:50,000) and being referenced to grid north of the North American Datum 1983 (NAD83) and to the meridian of sixty-three degrees (63°) west longitude, zone twenty (20), of the Universal Transverse Mercator Projection.

PARCEL WL-04
Ogaksiukvik Bay

Water Lot parcel WL-04 comprises that parcel of land in Newfoundland and Labrador and Canada that is bounded as follows:

Beginning at the point on the Shoreline of Ogaksiukvik Bay which is closest to Grid Coordinate N6,385,080 E558,849;

Thence in a general northwesterly direction following the Shoreline to the point on the western Shoreline of Ogaksiukvik Bay which is closest to Grid Coordinate N6,385,532 E558,223;

Thence southeasterly in a straight line to the point of commencement;

Containing an area of approximately 1.22 square kilometres (0.47 square miles) and shown on map sheet number 36 as illustrated in appendix A-2.

Unless otherwise specified all values are scaled based on the digital National Topographic Series of maps (1:50,000) and being referenced to grid north of the North American Datum 1983 (NAD83) and to the meridian of sixty-three degrees (63°) west longitude, zone twenty (20), of the Universal Transverse Mercator Projection.

PARCEL WL-05
Kiglapait Harbour

Water Lot parcel WL-05 comprises that parcel of land in Newfoundland and Labrador and Canada that is bounded as follows:

Beginning at the intersection point of the Shoreline of Kiglapait Harbour with the western Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,335,669 E586,650;

Thence in a general northwesterly direction following the Shoreline of Kiglapait Harbour to the point which is closest to Grid Coordinate N6,336,077 E586,075;

Thence southeasterly in a straight line to the point of commencement;

Containing an area of approximately 0.23 square kilometres (0.09 square miles) and shown on map sheet number 45 as illustrated in appendix A-2.

Unless otherwise specified all values are scaled based on the digital National Topographic Series of maps (1:50,000) and being referenced to grid north of the North American Datum 1983 (NAD83) and to the meridian of sixty-three degrees (63°) west longitude, zone twenty (20), of the Universal Transverse Mercator Projection.

PARCEL WL-06
Port Manvers Run North

Water Lot parcel WL-06 comprises that parcel of land in Newfoundland and Labrador and Canada that is bounded as follows:

Beginning at the point on the Shoreline of Port Manvers Run which is closest to Grid Coordinate N6,312,671 E587,057;

Thence easterly in a straight line to the point on the Shoreline of South Aulatsivik Island which is closest to Grid Coordinate N6,312,718 E588,777;

Thence in a general southerly direction following the Shoreline to the point which is closest to Grid Coordinate N6,311,333 E588,785;

Thence westerly in a straight line to the point on the Shoreline of Port Manvers Run which is closest to Grid Coordinate N6,310,988 E587,708;

Thence in a general northerly direction following the Shoreline to the point of commencement;

Containing an area of approximately 2.00 square kilometres (0.77 square miles) and shown on map sheet number 50 as illustrated in appendix A-2.

Unless otherwise specified all values are scaled based on the digital National Topographic Series of maps (1:50,000) and being referenced to grid north of the North American Datum 1983 (NAD83) and to the meridian of sixty-three degrees (63°) west longitude, zone twenty (20), of the Universal Transverse Mercator Projection.

PARCEL WL-07
Port Manvers Run South

Water Lot parcel WL-07 comprises that parcel of land in Newfoundland and Labrador and Canada that is bounded as follows:

Beginning at the point on the Shoreline of Port Manvers Run which is closest to Grid Coordinate N6,308,817 E587,026;

Thence easterly in a straight line to the point on the Shoreline of South Aulatsivik Island which is closest to Grid Coordinate N6,308,612 E587,845;

Thence in a general southwesterly direction following the Shoreline to the point which is closest to Grid Coordinate N6,307,670 E586,949;

Thence northwesterly in a straight line to the point on the Shoreline of Port Manvers Run which is closest to Grid Coordinate N6,307,955 E586,640;

Thence in a general northeasterly direction following the Shoreline to the point of commencement;

Containing an area of approximately 0.54 square kilometres (0.21 square miles) and shown on map sheet number 50 as illustrated in appendix A-2.

Unless otherwise specified all values are scaled based on the digital National Topographic Series of maps (1:50,000) and being referenced to grid north of the North American Datum 1983 (NAD83) and to the meridian of sixty-three degrees (63°) west longitude, zone twenty (20), of the Universal Transverse Mercator Projection.

PARCEL WL-08
David Island

Water Lot parcel WL-08 comprises that parcel of land in Newfoundland and Labrador and Canada that is bounded as follows:

Beginning at the point on the Shoreline of David Island which is closest to Grid Coordinate N6,299,817 E610,238;

Thence proceeding in a clockwise direction following the Shoreline of David Island to the point which is closest to Grid Coordinate N6,299,870 E610,268;

Thence southwesterly in a straight line to the point of commencement;

Containing an area of approximately 0.64 square kilometres (0.25 square miles) and shown on map sheet number 50 as illustrated in appendix A-2.

Unless otherwise specified all values are scaled based on the digital National Topographic Series of maps (1:50,000) and being referenced to grid north of the North American Datum 1983 (NAD83) and to the meridian of sixty-three degrees (63°) west longitude, zone twenty (20), of the Universal Transverse Mercator Projection.

PARCEL WL-09
South Aulatsivik Island

Water Lot parcel WL-09 comprises that parcel of land in Newfoundland and Labrador and Canada that is bounded as follows:

Beginning at the point on the Shoreline of South Aulatsivik Island which is closest to Grid Coordinate N6,279,906 E593,539;

Thence proceeding in a clockwise direction following the Shoreline of South Aulatsivik Island to the point which is closest to Grid Coordinate N6,280,185 E593,613;

Thence southerly in a straight line to the point of commencement;

Containing an area of approximately 0.57 square kilometres (0.22 square miles) and shown on map sheet number 55 as illustrated in appendix A-2.

Unless otherwise specified all values are scaled based on the digital National Topographic Series of maps (1:50,000) and being referenced to grid north of the North American Datum 1983 (NAD83) and to the meridian of sixty-three degrees (63°) west longitude, zone twenty (20), of the Universal Transverse Mercator Projection.

PARCEL WL-10
Sachem Bay

Water Lot parcel WL-10 comprises that parcel of land in Newfoundland and Labrador and Canada that is bounded as follows:

Beginning at the point on the Shoreline of Sachem Bay which is closest to Grid Coordinate N6,280,350 E578,498;

Thence northerly in a straight line to the point on the Shoreline of Itilialuk Peninsula (South Aulatsivik Island) which is closest to Grid Coordinate N6,280,962 E578,768;

Thence in a general easterly direction following the Shoreline to the point which is closest to Grid Coordinate N6,280,820 E579,925;

Thence southerly in a straight line to the point on the Shoreline of Sachem Bay which is closest to Grid Coordinate N6,280,051 E579,917;

Thence in a general westerly direction following the Shoreline to the point of commencement;

Containing an area of approximately 0.85 square kilometres (0.33 square miles) and shown on map sheet number 55 as illustrated in appendix A-2.

Unless otherwise specified all values are scaled based on the digital National Topographic Series of maps (1:50,000) and being referenced to grid north of the North American Datum 1983 (NAD83) and to the meridian of sixty-three degrees (63°) west longitude, zone twenty (20), of the Universal Transverse Mercator Projection.

PARCEL WL-11
Tikkoatokak Bay

Water Lot parcel WL-11 comprises that parcel of land in Newfoundland and Labrador and Canada that is bounded as follows:

Beginning at the point on the Shoreline of Tikkoatokak Bay which is closest to Grid Coordinate N6,277,263 E563,699;

Thence northerly in a straight line to the point on the Shoreline which is closest to Grid Coordinate N6,278,384 E564,095;

Thence in a general southeasterly direction following the Shoreline to the point which is closest to Grid Coordinate N6,277,712 E565,655;

Thence southwesterly in a straight line to the point on the Shoreline which is closest to Grid Coordinate N6,276,614 E564,939;

Thence in a general northwesterly direction following the Shoreline to the point of commencement;

Containing an area of approximately 1.56 square kilometres (0.60 square miles) and shown on map sheet number 55 as illustrated in appendix A-2.

Unless otherwise specified all values are scaled based on the digital National Topographic Series of maps (1:50,000) and being referenced to grid north of the North American Datum 1983 (NAD83) and to the meridian of sixty-three degrees (63°) west longitude, zone twenty (20), of the Universal Transverse Mercator Projection.

PARCEL WL-12
Nain Bay

Water Lot parcel WL-12 comprises that parcel of land in Newfoundland and Labrador and Canada that is bounded as follows:

Beginning at the point that is either on the Shoreline of Nain Bay or the southern Bank of Fraser River which is closest to Grid Coordinate N6,275,288 E545,742;

Thence northerly in a straight line to the point that is either on the Shoreline of Nain Bay or the northern Bank of Fraser River which is closest to Grid Coordinate N6,275,523 E545,853;

Thence in a general southeasterly direction following the Shoreline of Nain Bay to the point which is closest to Grid Coordinate N6,275,186 E546,404;

Thence southerly in a straight line to the point on the Shoreline which is closest to Grid Coordinate N6,274,481 E546,128;

Thence in a general northwesterly direction following the Shoreline to the point of commencement;

Containing an area of approximately 0.43 square kilometres (0.17 square miles) and shown on map sheet number 54 as illustrated in appendix A-2.

Unless otherwise specified all values are scaled based on the digital National Topographic Series of maps (1:50,000) and being referenced to grid north of the North American Datum 1983 (NAD83) and to the meridian of sixty-three degrees (63°) west longitude, zone twenty (20), of the Universal Transverse Mercator Projection.

PARCEL WL-13
Tasiyuyaksuk Brook

Water Lot parcel WL-13 comprises that parcel of land in Newfoundland and Labrador and Canada that is bounded as follows:

Beginning at the point on the Shoreline which is closest to Grid Coordinate N6,261,860 E565,747;

Thence southwesterly in a straight line to the point on the Shoreline which is closest to Grid Coordinate N6,261,784 E565,631;

Thence in a general northeasterly direction following the Shoreline to the point of commencement;

Containing an area of approximately 7.62 square kilometres (2.94 square miles) and shown on map sheet numbers 54, 55 and 60 as illustrated in appendix A-2.

Unless otherwise specified all values are scaled based on the digital National Topographic Series of maps (1:50,000) and being referenced to grid north of the North American Datum 1983 (NAD83) and to the meridian of sixty-three degrees (63°) west longitude, zone twenty (20), of the Universal Transverse Mercator Projection.

PARCEL WL-14

Kikkertavak Island

Water Lot parcel WL-14 comprises that parcel of land in Newfoundland and Labrador and Canada that is bounded as follows:

Beginning at the point on the Shoreline of Kikkertavak Island which is closest to Grid Coordinate N6,246,710 E591,784;

Thence proceeding clockwise following the Shoreline of Kikkertavak Island to the point which is closest to Grid Coordinate N6,246,507 E591,225;

Thence easterly in a straight line to the point of commencement;

Containing an area of approximately 0.83 square kilometres (0.32 square miles) and shown on map sheet number 60 as illustrated in appendix A-2.

Unless otherwise specified all values are scaled based on the digital National Topographic Series of maps (1:50,000) and being referenced to grid north of the North American Datum 1983 (NAD83) and to the meridian of sixty-three degrees (63°) west longitude, zone twenty (20), of the Universal Transverse Mercator Projection.

PARCEL WL-15
Big Bay

Water Lot parcel WL-15 comprises that parcel of land in Newfoundland and Labrador and Canada that is bounded as follows:

Beginning at the point that is either on the Shoreline of Big Bay or on the northern Bank of Hunt River which is closest to Grid Coordinate N6,157,338 E646,215;

Thence in a general northerly direction following the Shoreline of Big Bay to the point which is closest to Grid Coordinate N6,160,477 E646,893;

Thence northeasterly in a straight line to the point on the Shoreline which is closest to Grid Coordinate N6,160,587 E647,073;

Thence in a general southerly direction following the Shoreline to the point that is either on the Shoreline of Big Bay or the southern Bank of Hunt River which is closest to Grid Coordinate N6,157,308 E646,228;

Thence northwesterly in a straight line to the point of commencement;

Containing an area of approximately 1.31 square kilometres (0.51 square miles) and shown on map sheet number 72 as illustrated in appendix A-2.

Unless otherwise specified all values are scaled based on the digital National Topographic Series of maps (1:50,000) and being referenced to grid north of the North American Datum 1983 (NAD83) and to the meridian of sixty-three degrees (63°) west longitude, zone twenty (20), of the Universal Transverse Mercator Projection.

PARCEL WL-16
Northwest of Hopedale

Water Lot parcel WL-16 comprises that parcel of land in Newfoundland and Labrador and Canada that is bounded as follows:

Beginning at the intersection point of the Shoreline of an unnamed bay with the southern Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,164,657 E657,233;

Thence in a general southerly direction following the Shoreline to the point that is either on the Shoreline of said bay or on the eastern Bank of an unnamed river which is closest to Grid Coordinate N6,162,054 E655,549;

Thence westerly in a straight line to the point that is either on the western Bank of said unnamed river or on the Shoreline of said bay which is closest to Grid Coordinate N6,162,088 E655,406;

Thence in a general northerly direction following the Shoreline to the point on the Shoreline which is closest to Grid Coordinate N6,165,386 E656,358;

Thence southeasterly in a straight line to the point of commencement;

Containing an area of approximately 2.60 square kilometres (1.00 square miles) and shown on map sheet number 72 as illustrated in appendix A-2.

Unless otherwise specified all values are scaled based on the digital National Topographic Series of maps (1:50,000) and being referenced to grid north of the North American Datum 1983 (NAD83) and to the meridian of sixty-three degrees (63°) west longitude, zone twenty (20), of the Universal Transverse Mercator Projection.

PARCEL WL-17
West of Hopedale

Water Lot parcel WL-17 comprises that parcel of land in Newfoundland and Labrador and Canada that is bounded as follows:

Beginning at the point on the Shoreline which is closest to Grid Coordinate N6,147,513 E667,909;

Thence due north to the point offshore being 50 metres from the Shoreline which is closest to Grid Coordinate N6,147,564 E667,909;

Thence in a general northeasterly direction maintaining a 50 metre buffer with the Shoreline to the point offshore which is closest to Grid Coordinate N6,148,445 E669,041;

Thence southeasterly in a straight to the point on the Shoreline which is closest to Grid Coordinate N6,148,396 E669,060;

Thence in a general southwesterly direction following the Shoreline to the point of commencement;

Containing an area of approximately 0.08 square kilometres (0.03 square miles) and shown on map sheet number 76 as illustrated in appendix A-2.

Unless otherwise specified all values are scaled based on the digital National Topographic Series of maps (1:50,000) and being referenced to grid north of the North American Datum 1983 (NAD83) and to the meridian of sixty-three degrees (63°) west longitude, zone twenty (20), of the Universal Transverse Mercator Projection.

PARCEL WL-18
West of Ussiranniak Lake

Water Lot parcel WL-18 comprises that parcel of land in Newfoundland and Labrador and Canada that is bounded as follows:

Beginning at the point on the Shoreline (west of Ussiranniak Lake) which is closest to Grid Coordinate N6,146,338 E671,712;

Thence in a general northerly direction following the Shoreline to the point which is closest to Grid Coordinate N6,146,367 E671,695;

Thence southerly in a straight line to the point of commencement;

Containing an area of approximately 0.49 square kilometres (0.19 square miles) and shown on map sheet number 76 as illustrated in appendix A-2.

Unless otherwise specified all values are scaled based on the digital National Topographic Series of maps (1:50,000) and being referenced to grid north of the North American Datum 1983 (NAD83) and to the meridian of sixty-three degrees (63°) west longitude, zone twenty (20), of the Universal Transverse Mercator Projection.

PARCEL WL-19
Cross Island

Water Lot parcel WL-19 comprises that parcel of land in Newfoundland and Labrador and Canada that is bounded as follows:

Beginning at the point on the Shoreline of Cross Island which is closest to Grid Coordinate N6,136,441 E687,853;

Thence proceeding in a clockwise direction following the Shoreline of Cross Island to the point which is closest to Grid Coordinate N6,136,457 E687,574;

Thence easterly in a straight line the point of commencement;

Containing an area of approximately 0.02 square kilometres (0.008 square miles) and shown on map sheet number 76 as illustrated in appendix A-2.

Unless otherwise specified all values are scaled based on the digital National Topographic Series of maps (1:50,000) and being referenced to grid north of the North American Datum 1983 (NAD83) and to the meridian of sixty-three degrees (63°) west longitude, zone twenty (20), of the Universal Transverse Mercator Projection.

PARCEL WL-20
Cross Island

Water Lot parcel WL-20 comprises that parcel of land in Newfoundland and Labrador and Canada that is bounded as follows:

Beginning at the point on the Shoreline of Cross Island which is closest to Grid Coordinate N6,137,759 E689,531;

Thence proceeding in a clockwise direction following the Shoreline of Cross Island to the point which is closest to Grid Coordinate N6,137,634 E689,438;

Thence northeasterly in a straight line to the point of commencement;

Containing an area of approximately 0.03 square kilometres (0.01 square miles) and shown on map sheet number 76 as illustrated in appendix A-2.

Unless otherwise specified all values are scaled based on the digital National Topographic Series of maps (1:50,000) and being referenced to grid north of the North American Datum 1983 (NAD83) and to the meridian of sixty-three degrees (63°) west longitude, zone twenty (20), of the Universal Transverse Mercator Projection.

PARCEL WL-21
Comma Island

Water Lot parcel WL-21 comprises that parcel of land in Newfoundland and Labrador and Canada that is bounded as follows:

Beginning at the point on the Shoreline of Comma Island which is closest to Grid Coordinate N6,135,501 E667,852;

Thence proceeding clockwise following the Shoreline to the point which is closest to Grid Coordinate N6,135,839 E667,852;

Thence due south to the point of commencement;

Containing an area of approximately 0.17 square kilometres (0.07 square miles) and shown on map sheet number 76 as illustrated in appendix A-2.

Unless otherwise specified all values are scaled based on the digital National Topographic Series of maps (1:50,000) and being referenced to grid north of the North American Datum 1983 (NAD83) and to the meridian of sixty-three degrees (63°) west longitude, zone twenty (20), of the Universal Transverse Mercator Projection.

PARCEL WL-22

Unnamed island north of Little Bay

Water Lot parcel WL-22 comprises that parcel of land in Newfoundland and Labrador and Canada that is bounded as follows:

Beginning at the point on the Shoreline of an unnamed island (north of Little Bay) which is closest to Grid Coordinate N6,128,295 E683,234;

Thence proceeding clockwise following the Shoreline to the point which is closest to Grid Coordinate N6,128,566 E682,515;

Thence southeasterly in a straight line to the point of commencement;

Containing an area of approximately 0.68 square kilometres (0.26 square miles) and shown on map sheet number 76 as illustrated in appendix A-2.

Unless otherwise specified all values are scaled based on the digital National Topographic Series of maps (1:50,000) and being referenced to grid north of the North American Datum 1983 (NAD83) and to the meridian of sixty-three degrees (63°) west longitude, zone twenty (20), of the Universal Transverse Mercator Projection.

PARCEL WL-23
South of Kikkertavak Island

Water Lot parcel WL-23 comprises that parcel of land in Newfoundland and Labrador and Canada that is bounded as follows:

Beginning at the point on the Shoreline which is closest to Grid Coordinate N6,124,878 E676,126;

Thence in a general northeasterly direction following the Shoreline to the point which is closest to Grid Coordinate N6,125,010 E676,393;

Thence southwesterly in a straight line to the point of commencement;

Containing an area of approximately 0.29 square kilometres (0.11 square miles) and shown on map sheet number 81 as illustrated in appendix A-2.

Unless otherwise specified all values are scaled based on the digital National Topographic Series of maps (1:50,000) and being referenced to grid north of the North American Datum 1983 (NAD83) and to the meridian of sixty-three degrees (63°) west longitude, zone twenty (20), of the Universal Transverse Mercator Projection.

PARCEL WL-24
Little Bay

Water Lot parcel WL-24 comprises that parcel of land in Newfoundland and Labrador and Canada that is bounded as follows:

Beginning at the point on the Shoreline of Little Bay which is closest to Grid Coordinate N6,124,915 E682,495;

Thence in a general northeasterly direction following the Shoreline to the point which is closest to Grid Coordinate N6,125,520 E683,679;

Thence southwesterly in a straight line to the point of commencement;

Containing an area of approximately 0.62 square kilometres (0.24 square miles) and shown on map sheet number 81 as illustrated in appendix A-2.

Unless otherwise specified all values are scaled based on the digital National Topographic Series of maps (1:50,000) and being referenced to grid north of the North American Datum 1983 (NAD83) and to the meridian of sixty-three degrees (63°) west longitude, zone twenty (20), of the Universal Transverse Mercator Projection.

PARCEL WL-25
Little Bay

Water Lot parcel WL-25 comprises that parcel of land in Newfoundland and Labrador and Canada that is bounded as follows:

Beginning at the intersection point of the Shoreline of Little Bay with the eastern Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,112,524 E672,909;

Thence southeasterly in a straight line to the point offshore being 150 metres from the Shoreline which is closest to Grid Coordinate N6,112,406 E673,019;

Thence in a generally easterly direction maintaining a 150 metre buffer with the Shoreline to the point offshore which is closest to Grid Coordinate N6,112,489 E673,807;

Thence southeasterly in a straight line to the point on the Shoreline of Little Bay which is closest to Grid Coordinate N6,112,425 E673,943;

Thence in a general southwesterly direction to the point which is either on the Shoreline of Little Bay or the southwest Bank of an unnamed river which is closest to Grid Coordinate N6,109,367 E671,246;

Thence northwesterly in a straight line to the point which is either on the northeast Bank of said river or the Shoreline of Little Bay which is closest to Grid Coordinate N6,109,401 E671,218;

Thence in a general northeasterly direction to the point of commencement;

Containing an area of approximately 1.29 square kilometres (0.50 square miles) and shown on map sheet number 81 as illustrated in appendix A-2.

Unless otherwise specified all values are scaled based on the digital National Topographic Series of maps (1:50,000) and being referenced to grid north of the North American Datum 1983 (NAD83) and to the meridian of sixty-three degrees (63°) west longitude, zone twenty (20), of the Universal Transverse Mercator Projection.

PARCEL WL-26
Makkovik Bay

Water Lot parcel WL-26 comprises that parcel of land in Newfoundland and Labrador and Canada that is bounded as follows:

Beginning at the point on the Shoreline of Makkovik Bay which is closest to Grid Coordinate N6,094,822 E347,767;

Thence northwesterly in a straight line to the point on the Shoreline which is closest to Grid Coordinate N6,095,064 E347,560;

Thence in a general northeasterly direction following the Shoreline to the point which is closest to Grid Coordinate N6,095,792 E347,898;

Thence due east to the point on the Shoreline which is closest to Grid Coordinate N6,095,792 E348,165;

Thence in a general southerly direction following the Shoreline to the point of commencement;

Containing an area of approximately 0.57 square kilometres (0.22 square miles) and shown on map sheet number 88 as illustrated in appendix A-2.

Unless otherwise specified all values are scaled based on the digital National Topographic Series of maps (1:50,000) and being referenced to grid north of the North American Datum 1983 (NAD83) and to the meridian of fifty-seven degrees (57°) west longitude, zone twenty-one (21), of the Universal Transverse Mercator Projection.

PARCEL WL-27
Kaipokak Bay

Water Lot parcel WL-27 comprises that parcel of land in Newfoundland and Labrador and Canada that is bounded as follows:

Beginning at the intersection point of the Shoreline of Kaipokak Bay with the northern Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,083,121 E320,356;

Thence westerly in a straight line to the point offshore having Grid Coordinate N6,083,134 E319,798;

Thence northerly in a straight line to the point offshore having Grid Coordinate N6,085,416 E320,389;

Thence due east to the point on the eastern Shoreline of Kaipokak Bay which is closest to Grid Coordinate N6,085,416 E320,829;

Thence in a general southerly direction following the Shoreline to the point of commencement;

Containing an area of approximately 1.45 square kilometres (0.56 square miles) and shown on map sheet number 88 as illustrated in appendix A-2.

Unless otherwise specified all values are scaled based on the digital National Topographic Series of maps (1:50,000) and being referenced to grid north of the North American Datum 1983 (NAD83) and to the meridian of fifty-seven degrees (57°) west longitude, zone twenty-one (21), of the Universal Transverse Mercator Projection.

PARCEL WL-28
Kaipokok Bay

Water Lot parcel WL-28 comprises that parcel of land in Newfoundland and Labrador and Canada that is bounded as follows:

Beginning at the point on the Shoreline of Kaipokok Bay which is closest to Grid Coordinate N6,070,983 E313,744;

Thence northwesterly in a straight line to the point offshore having Grid Coordinate N6,071,239 E313,576;

Thence northeasterly in a straight line to the point offshore having Grid Coordinate N6,074,663 E318,495;

Thence southeasterly in a straight to the point on the Shoreline which is closest to Grid Coordinate N6,074,457 E318,692;

Thence in a general southwesterly direction following the Shoreline to the point of commencement;

Containing an area of approximately 3.25 square kilometres (1.25 square miles) and shown on map sheet number 88 as illustrated in appendix A-2.

Unless otherwise specified all values are scaled based on the digital National Topographic Series of maps (1:50,000) and being referenced to grid north of the North American Datum 1983 (NAD83) and to the meridian of fifty-seven degrees (57°) west longitude, zone twenty-one (21), of the Universal Transverse Mercator Projection.

PARCEL WL-29
White Bear Bight

Water Lot parcel WL-29 comprises that parcel of land in Newfoundland and Labrador and Canada that is bounded as follows:

Beginning at the point on the Shoreline of White Bear Bight which is closest to Grid Coordinate N6,077,235 E381,938;

Thence in a general southwesterly direction following the Shoreline to the point that is either on the Shoreline of White Bear Bight or the southern Bank of an unnamed river which is closest to Grid Coordinate N6,075,456 E380,370;

Thence northwesterly in a straight line to the point that is either on the northern Bank of said unnamed river or on the Shoreline of White Bear Bight which is closest to Grid Coordinate N6,075,581 E380,261;

Thence in a general northwesterly direction following the Shoreline to the point that is either on the Shoreline of White Bear Bight or the southern Bank of an unnamed river which is closest to Grid Coordinate N6,077,635 E376,371;

Thence northwesterly in a straight line to the point that is either on the northern Bank of said unnamed river or on the Shoreline of White Bear Bight which is closest to Grid Coordinate N6,077,674 E376,344;

Thence in a general northwesterly direction following the Shoreline to the point that is either on the Shoreline of White Bear Bight or the southern Bank of Big River which is closest to Grid Coordinate N6,077,995 E375,171;

Thence northerly in a straight line to the point that is either on the northern Bank of Big River or on the Shoreline of White Bear Bight which is closest to Grid Coordinate N6,078,380 E375,035;

Thence in a general northeasterly direction following the Shoreline to the point which is closest to Grid Coordinate N6,080,535 E377,975;

Thence southeasterly in a straight line to the point offshore being 300 metres from the Shoreline which is closest to Grid Coordinate N6,080,269 E378,115;

Thence in a general southeasterly direction maintaining a 300 metre buffer with the Shoreline to the point offshore which is closest to Grid Coordinate N6,077,314 E381,647;

Thence easterly in a straight line to the point of commencement;

Containing an area of approximately 4.33 square kilometres (1.67 square miles) and shown on map sheet number 89 as illustrated in appendix A-2.

Unless otherwise specified all values are scaled based on the digital National Topographic Series of maps (1:50,000) and being referenced to grid north of the North American Datum 1983 (NAD83) and to the meridian of fifty-seven degrees (57°) west longitude, zone twenty-one (21), of the Universal Transverse Mercator Projection.

PARCEL WL-30
Stag Bay

Water Lot parcel WL-30 comprises that parcel of land in Newfoundland and Labrador and Canada that is bounded as follows:

Beginning at the point on the Shoreline of Stag Bay which is closest to Grid Coordinate N6,073,841 E387,053;

Thence in a general southwesterly direction following the Shoreline to the point that is either on the Shoreline of Stag Bay or the southern Bank of Stag Bay Brook which is closest to Grid Coordinate N6,071,969 E385,733;

Thence due north to the point that is either on the northern Bank of Stag Bay Brook or on the Shoreline of Stag Bay which is closest to Grid Coordinate N6,072,050 E385,733;

Thence in a general northerly direction following the Shoreline to the point that is either on the Shoreline of Stag Bay or the southern Bank of an unnamed river which is closest to Grid Coordinate N6,073,559 E385,762;

Thence northerly in a straight line to the point that is either on the northern Bank of said unnamed river or on the Shoreline of Stag Bay which is closest to Grid Coordinate N6,073,730 E385,783;

Thence in a general northerly direction following the Shoreline to the point that is closest to Grid Coordinate N6,075,474 E385,915;

Thence southeasterly in a straight line to the point of commencement;

Containing an area of approximately 2.04 square kilometres (0.79 square miles) and shown on map sheet number 89 as illustrated in appendix A-2.

Unless otherwise specified all values are scaled based on the digital National Topographic Series of maps (1:50,000) and being referenced to grid north of the North American Datum 1983 (NAD83) and to the meridian of fifty-seven degrees (57°) west longitude, zone twenty-one (21), of the Universal Transverse Mercator Projection.

PARCEL WL-31
Valley Bay (Lake Melville)

Water Lot parcel WL-31 comprises that parcel of land in Newfoundland and Labrador and Canada that is bounded as follows:

Beginning at the point on the Shoreline of Valley Bay which is closest to Grid Coordinate N5,988,586 E365,657;

Thence in a general southeasterly direction following the Shoreline to the point which is closest to Grid Coordinate N5,987,984 E366,932;

Thence northwesterly in a straight line to the point of commencement;

Containing an area of approximately 1.67 square kilometres (0.64 square miles) and shown on map sheet number 105 as illustrated in appendix A-2.

Unless otherwise specified all values are scaled based on the digital National Topographic Series of maps (1:50,000) and being referenced to grid north of the North American Datum 1983 (NAD83) and to the meridian of fifty-seven degrees (57°) west longitude, zone twenty-one (21), of the Universal Transverse Mercator Projection.

PARCEL WL-32
The Narrows (Hamilton Inlet)

Water Lot parcel WL-32 comprises that parcel of land in Newfoundland and Labrador and Canada that is bounded as follows:

Beginning at the point on the Shoreline of The Narrows (Hamilton Inlet) which is closest to Grid Coordinate N6,007,193 E408,391;

Thence in a general southerly direction following the Shoreline to the point which is closest to Grid Coordinate N6,006,274 E408,001;

Thence northerly in a straight line to the point of commencement;

Containing an area of approximately 0.16 square kilometres (0.06 square miles) and shown on map sheet number 106 as illustrated in appendix A-2.

Unless otherwise specified all values are scaled based on the digital National Topographic Series of maps (1:50,000) and being referenced to grid north of the North American Datum 1983 (NAD83) and to the meridian of fifty-seven degrees (57°) west longitude, zone twenty-one (21), of the Universal Transverse Mercator Projection.

PARCEL WL-33
The Backway (Lake Melville)

Water Lot parcel WL-33 comprises that parcel of land in Newfoundland and Labrador and Canada that is bounded as follows:

Beginning at the point on the Shoreline of The Backway which is closest to Grid Coordinate N5,992,949 E442,340;

Thence northerly in a straight line to the point offshore being 500 metres from the Shoreline which is closest to Grid Coordinate N5,993,454 E442,318;

Thence in a general northerly direction maintaining a 500 metre buffer with the Shoreline to the point offshore which is closest to Grid Coordinate N5,994,731 E443,031;

Thence northerly in a straight line to the point on the Shoreline of The Backway which is closest to Grid Coordinate N5,995,232 E443,046;

Thence in a general southerly direction following the Shoreline to the point that is either on the Shoreline of The Backway or the eastern Bank of Main Brook which is closest to Grid Coordinate N5,992,229 E443,552;

Thence westerly in a straight line to the point that is either on the western Bank of Main Brook or on the Shoreline of The Backway which is closest to Grid Coordinate N5,992,279 E443,390;

Thence in a general northwesterly direction following the Shoreline to the point of commencement;

Containing an area of approximately 8.18 square kilometres (3.16 square miles) and shown on map sheet number 107 as illustrated in appendix A-2.

Unless otherwise specified all values are scaled based on the digital National Topographic Series of maps (1:50,000) and being referenced to grid north of the North American Datum 1983 (NAD83) and to the meridian of fifty-seven degrees (57°) west longitude, zone twenty-one (21), of the Universal Transverse Mercator Projection.

APPENDIX A-4

Exclusions from Labrador Inuit Lands

(provisional until Effective Date)

The relevant descriptions of Labrador Inuit Lands in appendix A-3 part 2 will be amended on or before the Effective Date to reflect any change in this appendix made prior to the Effective Date.

Name	Number	Type	Volume	Folio	Location	Excluded from Parcel
Albert Ford and Group	106363				Back Island	LIL-28
Darren Cove	106372				Tukialik Bay	LIL-19
Department of Forest Resources and Agrifoods	115368				Mulligan Bight	LIL-23
Department of Culture Recreation and Youth	61025	Transfer			Hebron Fiord	LIL-04
James Baikie		Grant	156	22	Northwest River	LIL-23
Earl Baikie		Grant	161	59	Mulligan Island	LIL-23
Unitas Fratrum		Grant	64A	125	Makkovik, Flounders Bight	LIL-16 SML-39
George Chaulk		Grant	157	62	Mulligan Bay	LIL-23
Gerald Groves		Grant	180	64	Partridge Point	LIL-20
Gillard Baikie	60651				Mulligan Island	LIL-23
Gordon Blake	78364					LIL-23
Hector Baikie		Grant	172	64	Mulligan River	LIL-23
Henry W Baikie		Grant	156	56	Mulligan Bay	LIL-23
Hudsons Bay Company		Grant	108	401	Bob's Cove	LIL-12
Inland Fish and Wildlife Division	115556				Ikarut River, Hebron Fiord	LIL-04
Isaac Mercer		Grant	37	24	Long Tickle	LIL-29
James W Webb		Grant	246	81	Webb's Bay	LIL-08
John Budgell	78719				Mulligan Point	LIL-23
Joshua Campbell	115363					LIL-23
Judson L Blake		Grant	156	59	Mulligan Bay	LIL-23
Kathleen Blake	122919				Pearl River	LIL-22
Maude Chaulk		Grant	156	28	Mulligan Bay	LIL-23
Morris Chaulk		Grant	156	143	Mulligan Bay	LIL-23
Newfoundland Telephone Company	32602	Lease			Monkey Hill	LIL-16
Newfoundland Telephone Company	35159	Lease			Moliak	LIL-21
Newtel Communications	106474	Licence			Anaktalik Bay Area	LIL-08 SML-17
Pauline Andersen	78764				Mulligan Point	LIL-24

Name	Number	Type	Volume	Folio	Location	Excluded from Parcel
Philip Abel	122022				Itibliarsuk Bay	LIL-14
Phoebe Chaulk	78790				Mulligan Point	LIL-24
Robert G Reid		Grant	FS2	36	Pottles Bay	LIL-29
Russell McNeill	61710				Mulligan Bay	LIL-24
Shirley Broomfield	106643				Adlatok Bay	LIL-29
Steve Author Tooktoshina		Grant	182	63	Big Brook	LIL-19
Theresa Blake	72716				Mulligan Point	LIL-23
Thomas Montague	73854				Mulligan Point	LIL-23
Wilbert E Baikie		Grant	156	89	Mulligan River	LIL-23
William Adams	73926				Mulligan Point	LIL-24
Winston Churchill White		Grant	248	110	Dick White's Harbour	LIL-08 SML-23
Winston White	123573				Old Harbour, Voisey's Bay	LIL-12
Winston White	123576				Old Harbour, Voisey's Bay	LIL-12
Department of National Defence (Lab 3)	73957	Transfer			Cape Kiglapait	LIL-08 SML-05
Department of National Defence (Lab 3, Beachhead)	73957	Transfer			Cape Kiglapait	LIL-08 SML-05
Department of National Defence (Lab 5, Beachhead)	73955	Transfer			Tukialik Bay	LIL-16 SML-56
Department of Fisheries and Oceans	115190	Transfer			Nain	LIL-08

APPENDIX A-5
Surface Interests on Labrador Inuit Lands

(provisional until Effective Date)

Interest Holder	Use	Title Number	Type	Location
Abitibi Consolidated Co.	Outfitter	72676	Licence	Hunt River
Abitibi Price Inc.	Outfitter	78794	Lease	Hunts River
Abitibi Price Inc.	Outfitter	78136	Lease	Clyho Lake
Adlatok Limited	Outfitter	46657	Licence	Adlatok Bay
Chesley Andersen	Outfitter	72968	Licence	Voisey's Bay (Cabot Lake)
Harry Steele	Outfitter	106822	Licence	Tom Luscombe's Brook
Michael's River Fishing Lodge Inc.	Outfitter	61218	Lease	Michael River
Newfoundland and Labrador Hunting and Fishing Ltd.	Outfitter	78154	Licence	Anne Lake
Newfoundland and Labrador Hunting and Fishing Ltd.	Outfitter	78307	Licence	St. Johns Harbour
Peter Paul Paor	Outfitter	73155	Licence	Adlatok River
Robert Skinner	Outfitter	106520	Lease	Big River, Labrador
Robert Skinner	Outfitter	106521	Lease	Big River, Labrador
Edgar Andersen	Sawmill	78766	Licence	Makkovik Bay
Derrick H. Pottle	Commercial resource base cabin	72883	Licence	Backway
Estate of Rupert D. Meneill	Commercial resource base cabin	73839	Licence	Drunken Harbour
Estate of Rupert D. Meneill	Commercial resource base cabin	73840	Licence	Ailik Neck
George Lane	Commercial resource base cabin	73339	Licence	Windy Tickle
Keith Jacque	Commercial resource base cabin	72621	Licence	Kaipokok Bay
Alec Dicker	Remote cottage	123136	Licence	South Aulatsivik Island
Alfred Decker	Remote cottage	72032	Licence	Mulligan Bay
Dean B Coombs	Remote cottage	106084	Licence	Comma Island
Derrick H. Pottle	Remote cottage	73978	Licence	Diver Island
Edward and Patricia Pottle	Remote cottage	122066	Licence	Kaitusuak
Eric H. Andersen	Remote cottage	73552	Licence	Adlavik Bay
Faye C. Anderson	Remote cottage	79660	Licence	Mulligan
Francis E. Blake	Remote cottage	115877	Licence	Double Mer
Frank H. Dicker	Remote cottage	122068	Licence	Tkrersavak Island
Frank H. Dicker	Remote cottage	73606	Licence	Kiatusuak
Fred A. Vincent	Remote cottage	73537	Licence	Kanairiktok Bay

Interest Holder	Use	Title Number	Type	Location
Garfield Flowers	Remote cottage	106796	Licence	Near Adlatok Bay
Gladys L. Roberts	Remote cottage	73074	Licence	Pottles Bay
Gorden A. Obed	Remote cottage	122023	Licence	Black Duck Bay
Henry J. Shouse	Remote cottage	61621	Licence	Mulligan
Henry H. Webb	Remote cottage	106291	Licence	Pistolet Bay
Herbert Pijogge	Remote cottage	73965	Licence	Kiatusuak
Ian D. Blake	Remote cottage	78977	Licence	Mulligan Bay
Ian D. Blake	Remote cottage	123187	Licence	Cross Fox Point
Ivy N Strangemore	Remote cottage	79581	Licence	Jeanette Bay
James Nitsman	Remote cottage	72100	Licence	Little Bay
John C. Chiasson	Remote cottage	78337	Licence	Double Mer
John R. Faulkner	Remote cottage	115407	Licence	Moliak Cove
Julius D. Hunter	Remote cottage	73441	Licence	Ujotuk Bay
Lester Montague	Remote cottage	79076	Licence	Mulligan Point
Peace McNeil	Remote cottage	61213	Licence	Ranger Bight
Raymond Bennett	Remote cottage	78401	Licence	Whalebone Cove
Roger W. Pike	Remote cottage	61039	Licence	Little Bay
Rosamond J. Andersen	Remote cottage	115797	Licence	Mulligan
Samuel E. Propsom	Remote cottage	115742	Licence	Utnik Bay, Labrador
Solomon J. Igloliorte	Remote cottage	73289	Licence	Little Bay North
Tabea G. Murphy	Remote cottage	122183	Licence	Nain Bay
Terry E. Lyall	Remote cottage	115864	Licence	Double Mer
Tom Goodwin	Remote cottage	72709	Licence	Sachem Bay
Wilson Belbin and Levi Nochasak	Remote cottage	78016	Licence	Tikkoatokak Bay
Winston Blake	Remote cottage	122032	Licence	Alexander Point
Abitibi Consolidated Inc.	Helicopter landing pad	115840	Licence	Trout Point, Hunt River
Abitibi Consolidated Inc.	Commercial boat house	115841	Licence	Hunt River, Big Bay
Abitibi Consolidated Inc.	Wharf	115856	Licence	Hunt River, Big Bay
Community Council of Hopedale	Softball field	79896	Lease	Hopedale
Labrador Inuit Association	Commercial	78947	Lease	Hopedale
Labrador Inuit Association	Research cabin	115144	Licence	English River
Robert Skinner	Storage shed	79000	Licence	Big River
Torngait Ujaganniavingit Corporation	Commercial	123586	Lease	Hopedale
Torngait Ujaganniavingit Corporation	Commercial	115354	Lease	Hopedale
Department of Fisheries and Oceans	Minor shore light	115215	Licence	Conical Island
Department of Fisheries and Oceans	Minor shore light	115219	Licence	Jackos Island
Department of Fisheries and Oceans	Minor shore light	115220	Licence	Run By Guess
Department of Fisheries and Oceans	Minor shore light	115221	Licence	Alkami Island

Interest Holder	Use	Title Number	Type	Location
Department of Fisheries and Oceans	Minor shore light	115226	Licence	Quaker Hat Island
Department of Fisheries and Oceans	Minor shore light	115229	Licence	Rifle Sight Hill
Department of Fisheries and Oceans	Minor shore light	115230	Licence	Sister's Island
Department of Fisheries and Oceans	Minor shore light	115236	Licence	Windy Tickle
Department of Fisheries and Oceans	Minor shore light	115237	Licence	Purching Island
Department of Fisheries and Oceans	Minor shore light	115238	Licence	Satoarsook Island
Department of Fisheries and Oceans	Minor shore light	115239	Licence	Umiaginak Island
Department of Fisheries and Oceans	Minor shore light	115240	Licence	Northern Island
Department of Fisheries and Oceans	Minor shore light	115245	Licence	Ailik Islands
Department of Fisheries and Oceans	Minor shore light	115266	Licence	Eskimo Island
Department of Fisheries and Oceans	Minor shore light	115267	Licence	Henrietta Island
Department of Fisheries and Oceans	Minor shore light	115268	Licence	Snooks Cove
Department of Fisheries and Oceans	Minor shore light	115271	Licence	Sloop Harbour Point
Department of Fisheries and Oceans	Minor shore light	115274	Licence	Little Black Island
Department of Fisheries and Oceans	Minor shore light	115287	Licence	Ford Harbour
Department of Fisheries and Oceans	Minor shore light	115289	Licence	Winsor Point
Department of Fisheries and Oceans	Minor shore light	115291	Licence	The Clusters Islands
Department of Fisheries and Oceans	Minor shore light	115292	Licence	Kidlialuit Island
Department of Fisheries and Oceans	Minor shore light	115293	Licence	Green Island
Department of Fisheries and Oceans	Minor shore light	115294	Licence	Cape Harrigan
Department of Fisheries and Oceans	Minor shore light	115296	Licence	Manuel Island
Department of Fisheries and Oceans	Minor shore light	115299	Licence	Big Island
Department of Fisheries and Oceans	Minor shore light	123549	Licence	Double Point
Department of Fisheries and Oceans	Minor shore light	123550	Licence	Double Island

Interest Holder	Use	Title Number	Type	Location
Department of Fisheries and Oceans	Minor shore light	123551	Licence	Blandford Island
Department of Fisheries and Oceans	Minor shore light	123557	Licence	Duck Island
Department of Fisheries and Oceans	Minor shore light	123560	Licence	Holton Island
Department of Fisheries and Oceans	Minor shore light	123567	Licence	Hart Head
Department of Fisheries and Oceans	Minor shore light	123568	Licence	Long Island Point
Department of Fisheries and Oceans	Minor shore light	123569	Licence	Cape Roy
Department of Fisheries and Oceans	Minor shore light	123579	Licence	West Turnavik Island
Department of Fisheries and Oceans	Minor shore light	123580	Licence	Drunken Harbour Island
Department of Fisheries and Oceans	Minor shore light	123581	Licence	Ikey's Point
Department of Fisheries and Oceans	Minor shore light	123583	Licence	Landmark Point
Department of Fisheries and Oceans	Minor shore light	123584	Licence	Striped Island
Department of Fisheries and Oceans	Minor shore light	123585	Licence	Bluff Point
Department of Fisheries and Oceans	Minor shore light	123603	Licence	Achviktoaksook Island
Department of Fisheries and Oceans	Minor shore light	123604	Licence	Cross Island
Department of Fisheries and Oceans	Minor shore light	123605	Licence	Cant Island
Department of Fisheries and Oceans	Minor shore light	123610	Licence	Gourley Island
Department of Fisheries and Oceans	Minor shore light	123621	Licence	Big Island
Department of Fisheries and Oceans	Minor shore light	123623	Licence	Crown Island
Department of Fisheries and Oceans	Minor shore light	123624	Licence	Nochalik Island
Department of Fisheries and Oceans	Minor shore light	123626	Licence	Turnpike Island
Department of Fisheries and Oceans	Minor shore light	123628	Licence	Taktok Point
Department of Fisheries and Oceans	Minor shore light	123630	Licence	Little Fish Island
Department of Fisheries and Oceans	Minor shore light	123633	Licence	Black Island

APPENDIX B-1
Inuit Community of Nain

Part 1 Map of the Inuit Community of Nain 367

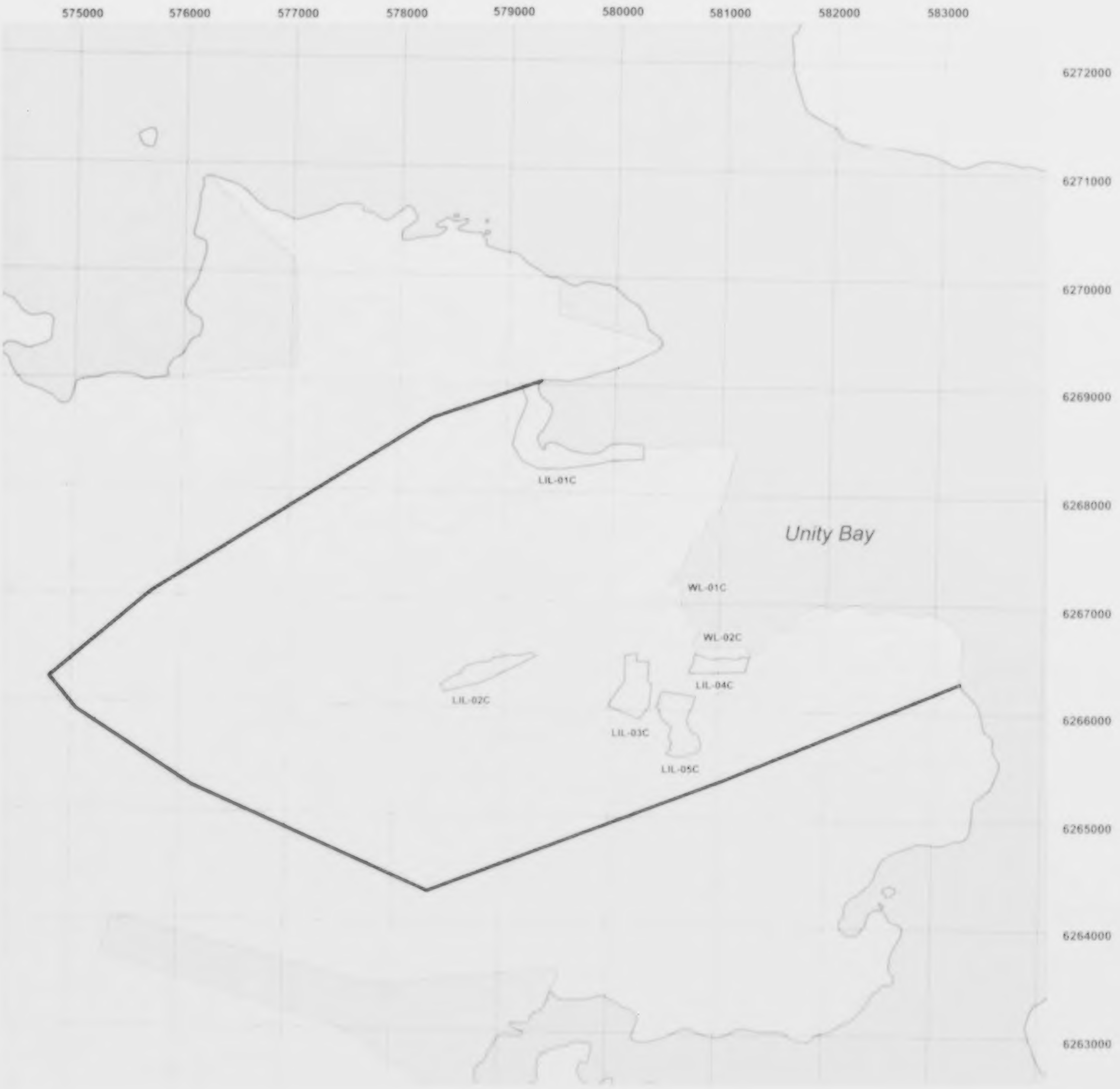
Part 2 Boundary description of the Inuit Community of Nain 369

Part 3 Description of Labrador Inuit Lands within the Inuit Community of Nain 371

Part 4 Description of Water Lots adjacent to the Inuit Community of Nain 379

Labrador Inuit Land Claims Agreement

Appendix
B-1 Part 1
Nain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LIL-05C

This is not an authoritative map of the Inuit Community of Nain and has been prepared for illustrative purposes only. The authoritative map of the Inuit Community of Nain is contained in the Map Atlas.

legend

- rivers
- elevation contours
- water
- ▭ Inuit Community of Nain
- ▨ Zone
- ▨ Specified Material Lands
- Water Lots
- ▭ Labrador Inuit Lands
- Labrador Inuit Settlement Area

Nunavut
Québec
Labrador
Labrador Sea
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APPENDIX B-1
Inuit Community of Nain

Part 2
Boundary Description of the Inuit Community of Nain

The Inuit Community of Nain comprises that parcel of land in Newfoundland and Labrador that is bounded as follows:

Beginning at the intersection point of the Shoreline with the southern Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,266,281 E583,237;

Thence in a general northwesterly direction following the Shoreline of Unity Bay and Akpiksai Bay to the point which is closest to Grid Coordinate N6,269,030 E579,313;

Thence westerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,268,675 E578,315;

Thence southwesterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,267,026 E575,731;

Thence southwesterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,266,225 E574,798;

Thence southeasterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,265,928 E575,050;

Thence southeasterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,265,240 E576,127;

Thence southeasterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,264,289 E578,333;

Thence northeasterly in a straight line to the most northerly corner of Public Works and Government Services Canada Transfer No. 115190[6] which is in the vicinity of Map Scale Coordinate N6,265,363 E581,075;

Thence northeasterly in a straight line to the point of commencement.

Unless otherwise specified all values are scaled based on the digital National Topographic Series of maps (1:50,000) and being referenced to grid north of the North American Datum 1983 (NAD83) and to the meridian of sixty-three degrees (63°) west longitude, zone twenty (20), of the Universal Transverse Mercator Projection.

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[6] A copy of Public Works and Government Services Canada Transfer No. 115190 is recorded in the Crown Lands Registry at St. John's, Newfoundland and Labrador.

APPENDIX B-1
Inuit Community of Nain

Part 3
Description of Labrador Inuit Lands within the Inuit Community of Nain

Parcel LIL-01C 372
Parcel LIL-02C 373
Parcel LIL-03C 375
Parcel LIL-04C 376
Parcel LIL-05C 377

PARCEL LIL-01C

Labrador Inuit Lands parcel LIL-01C comprises that parcel of land within the Inuit Community of Nain, in Newfoundland and Labrador, that is bounded as follows:

Beginning at the point that is a corner of parcel LIL-08 which is closest to Grid Coordinate N6,269,030 E579,313;

Thence in a general southeasterly direction following the Shoreline to the point which is closest to Grid Coordinate N6,268,445 E580,275;

Thence southerly in a straight line to the point having Grid Coordinate N6,268,320 E580,278;

Thence westerly in a straight line to the point having Grid Coordinate N6,268,307 E580,109;

Thence westerly in a straight line to the point having Grid Coordinate N6,268,295 E579,958;

Thence westerly in a straight line to the point having Grid Coordinate N6,268,265 E579,843;

Thence westerly in a straight line to the point having Grid Coordinate N6,268,220 E579,535;

Thence westerly in a straight line to the point having Grid Coordinate N6,268,215 E579,304;

Thence northwesterly in a straight line to the point having Grid Coordinate N6,268,286 E579,150;

Thence northwesterly in a straight line to the point having Grid Coordinate N6,268,433 E579,059;

Thence northerly in a straight line to the point having Grid Coordinate N6,268,585 E579,094;

Thence northerly in a straight line to the point having Grid Coordinate N6,268,711 E579,147;

Thence northerly in a straight line to the point having Grid Coordinate N6,268,838 E579,191;

Thence northerly in a straight line to the point being on the Labrador Inuit Lands parcel LIL-08 boundary which is closest to Grid Coordinate N6,268,968 E579,140;

Thence northeasterly in a straight line following said boundary to the point of commencement;

Containing an area of approximately 311,700 square metres (372,793 square yards) and shown on the map illustrated in appendix B-1 part 1.

Unless otherwise specified all values are scaled based on the digital National Topographic Series of maps (1:50,000) and being referenced to grid north of the North American Datum 1983 (NAD83) and to the meridian of sixty-three degrees (63°) west longitude, zone twenty (20), of the Universal Transverse Mercator Projection.

PARCEL LIL-02C

Labrador Inuit Lands parcel LIL-02C comprises that parcel of land within the Inuit Community of Nain, in Newfoundland and Labrador, that is bounded as follows:

Beginning at the point having Grid Coordinate N6,267,671 E291,798;

Thence southeasterly in a straight line to the point having Grid Coordinate N6,267,660 E291,824;

Thence southeasterly in a straight line to the point having Grid Coordinate N6,267,638 E291,864;

Thence southwesterly in a straight line to the point having Grid Coordinate N6,267,482 E291,544;

Thence southwesterly in a straight line to the point having Grid Coordinate N6,267,398 E291,370;

Thence westerly in a straight line to the point having Grid Coordinate N6,267,310 E291,004;

Thence northerly in a straight line to the point having Grid Coordinate N6,267,380 E290,977;

Thence northeasterly in a straight line to the point having Grid Coordinate N6,267,441 E291,066;

Thence northeasterly in a straight line to the point having Grid Coordinate N6,267,477 E291,157;

Thence northeasterly in a straight line to the point having Grid Coordinate N6,267,551 E291,211;

Thence easterly in a straight line to the point having Grid Coordinate N6,267,554 E291,235;

Thence easterly in a straight line to the point having Grid Coordinate N6,267,585 E291,340;

Thence easterly in a straight line to the point having Grid Coordinate N6,267,583 E291,416;

Thence northeasterly in a straight line to the point having Grid Coordinate N6,267,621 E291,475;

Thence easterly in a straight line to the point having Grid Coordinate N6,267,625 E291,526;

Thence northeasterly in a straight line to the point having Grid Coordinate N6,267,646 E291,579;

Thence easterly in a straight line to the point having Grid Coordinate N6,267,644 E291,638;

Thence easterly in a straight line to the point having Grid Coordinate N6,267,644 E291,726;

Thence easterly in a straight line to the point having Grid Coordinate N6,267,665 E291,795;

Thence northeasterly in a straight line to the point of commencement;

Containing an area of approximately 115,300 square metres (137,899 square yards) and shown on the map illustrated in appendix B-1 part 1.

Unless otherwise specified all values are scaled based on the digital Provincial Topographic Series of maps (1:2,500) and being referenced to grid north of the North American Datum 1983 (NAD83) and to the meridian of sixty-one degrees thirty minutes (61û30ï) west longitude, zone four (4) of the Modified Transverse Mercator projection.

PARCEL LIL-03C

Labrador Inuit Lands parcel LIL-03C comprises that parcel of land within the Inuit Community of Nain, in Newfoundland and Labrador, that is bounded as follows:

Beginning at the most westerly corner of Public Works and Government Services Canada Transfer No. 72449 (parcel 1)[7] which is in the vicinity of Map Scale Coordinate N6,267,396 E292,893;

Thence southeasterly in a straight line following said boundary to the point which is in the vicinity of Map Scale Coordinate N6,267,369 E292,927;

Thence southerly in a straight line to the point having Grid Coordinate N6,267,162 E292,905;

Thence southwesterly in a straight line to the point having Grid Coordinate N6,267,048 E292,808;

Thence northwesterly in a straight line to the point having Grid Coordinate N6,267,177 E292,518;

Thence northeasterly in a straight line to the point having Grid Coordinate N6,267,398 E292,678;

Thence northerly in a straight line to the point having Grid Coordinate N6,267,638 E292,682;

Thence easterly in a straight line to the point having Grid Coordinate N6,267,657 E292,792;

Thence southerly in a straight line to the point having Grid Coordinate N6,267,578 E292,793;

Thence easterly in a straight line to the point having Grid Coordinate N6,267,583 E292,904;

Thence southerly in a straight line to the point of commencement;

Containing an area of approximately 143,300 square metres (171,387 square yards) and shown on the map illustrated in appendix B-1 part 1.

Unless otherwise specified all values are scaled based on the digital Provincial Topographic Series of maps (1:2,500) and being referenced to grid north of the North American Datum 1983 (NAD83) and to the meridian of sixty-one degrees thirty minutes (61û30'ŋ) west longitude, zone four (4) of the Modified Transverse Mercator projection.

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[7] A copy of Public Works and Government Services Canada Transfer No. 72449 survey is recorded in the Crown Lands Registry at St. John's, Newfoundland and Labrador.

PARCEL LIL-04C

Labrador Inuit Lands parcel LIL-04C comprises that parcel of land within the Inuit Community of Nain, in Newfoundland and Labrador, that is bounded as follows:

Beginning at the intersection point of the Shoreline of Unity Bay with the eastern Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,267,656 E293,336;

Thence in a general easterly direction following the Shoreline of Unity Bay to the point which is closest to Grid Coordinate N6,267,621 E293,834;

Thence southerly in a straight line to the point having Grid Coordinate N6,267,476 E293,793;

Thence westerly in a straight line to the point on the eastern Bank of said stream which is closest to Grid Coordinate N6,267,468 E293,279;

Thence in a general northerly direction following the Bank of said stream to the point of commencement;

Containing an area of approximately 72,100 square metres (86,232 square yards) and shown on the map illustrated in appendix B-1 part 1.

Unless otherwise specified all values are scaled based on the digital Provincial Topographic Series of maps (1:2,500) and being referenced to grid north of the North American Datum 1983 (NAD83) and to the meridian of sixty-one degrees thirty minutes (61û30ï) west longitude, zone four (4) of the Modified Transverse Mercator projection.

PARCEL LIL-05C

Labrador Inuit Lands parcel LIL-05C comprises that parcel of land within the Inuit Community of Nain, in Newfoundland and Labrador, that is bounded as follows:

Beginning at the point on the eastern Bank of an unnamed stream which is closest to Grid Coordinate N6,267,303 E293,031;

Thence easterly in a straight line to the point having Grid Coordinate N6,267,254 E293,330;

Thence southerly in a straight line to the point having Grid Coordinate N6,267,159 E293,303;

Thence southwesterly in a straight line to the point having Grid Coordinate N6,267,098 E293,269;

Thence southerly in a straight line to the point having Grid Coordinate N6,267,021 E293,249;

Thence southeasterly in a straight line to the point having Grid Coordinate N6,266,939 E293,288;

Thence southeasterly in a straight line to the point having Grid Coordinate N6,266,892 E293,358;

Thence southerly in a straight line to the point having Grid Coordinate N6,266,790 E293,381;

Thence southwesterly in a straight line to the point having Grid Coordinate N6,266,736 E293,348;

Thence westerly in a straight line to the point having Grid Coordinate N6,266,699 E293,235;

Thence westerly in a straight line to the point having Grid Coordinate N6,266,699 E293,110;

Thence northwesterly in a straight line to the point on the eastern Bank of said stream which is closest to Grid Coordinate N6,266,729 E293,054;

Thence in a general northerly direction following the Bank of said stream to the point of commencement;

Containing an area of approximately 152,000 square metres (181,792 square yards) and shown on the map illustrated in appendix B-1 part 1.

Unless otherwise specified all values are scaled based on the digital Provincial Topographic Series of maps (1:2,500) and being referenced to grid north of the North American Datum 1983 (NAD83) and to the meridian of sixty-one degrees thirty minutes (61û30ï) west longitude, zone four (4) of the Modified Transverse Mercator projection.

APPENDIX B-1
Inuit Community of Nain

Part 4
Description of Water Lots adjacent to the Inuit Community of Nain

Parcel WL-01C 380
Parcel WL-02C 381

PARCEL WL-01C

Water Lot parcel WL-01C comprises that parcel of land in Newfoundland and Labrador and Canada that is bounded as follows:

Beginning at the intersection point of the Shoreline of Unity Bay with the Nain Slipway and Boathouse Committee Incorporated R-1540 F-153[8] boundary which is in the vicinity of Map Scale Coordinate N6,268,305 E293,141;

Thence southeasterly in a straight line following said boundary to the point offshore which is in the vicinity of Map Scale Coordinate N6,268,301 E293,146;

Thence northeasterly in a straight line following said boundary to the point offshore which is in the vicinity of Map Scale Coordinate N6,268,367 E293,199;

Thence southerly in a straight line to the point on the Shoreline of Unity Bay which is closest to Grid Coordinate N6,268,077 E293,202;

Thence in a general northerly direction following the Shoreline of Unity Bay to the point of commencement;

Containing an area of approximately 35,800 square metres (42,817 square yards) and shown on the map illustrated in appendix B-1 part 1.

Unless otherwise specified all values are scaled based on the digital Provincial Topographic Series of maps (1:2,500) and being referenced to grid north of the North American Datum 1983 (NAD83) and to the meridian of sixty-one degrees thirty minutes (61û30ñ) west longitude, zone four (4) of the Modified Transverse Mercator projection.

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[8] A copy of Nain Slipway and Boathouse Committee Incorporated R-1540 F-153 is recorded in the Registry of Deeds at St. John's, Newfoundland and Labrador.

PARCEL WL-02C

Water Lot parcel WL-02C comprises that parcel of land in Newfoundland and Labrador and Canada that is bounded as follows:

Beginning at the intersection point of the Shoreline of Unity Bay with the eastern Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,267,656 E293,336;

Thence northeasterly in a straight line to the point offshore having Grid Coordinate N6,267,698 E293,365;

Thence easterly in a straight line to the point offshore having Grid Coordinate N6,267,717 E293,801;

Thence southeasterly in a straight line to the point on the Shoreline of Unity Bay which is closest to Grid Coordinate N6,267,621 E293,834;

Thence in a general westerly direction following the Shoreline of Unity Bay to the point of commencement;

Containing an area of approximately 45,600 square metres (54,538 square yards) and shown on the map illustrated in appendix B-1 part 1.

Unless otherwise specified all values are scaled based on the digital Provincial Topographic Series of maps (1:2,500) and being referenced to grid north of the North American Datum 1983 (NAD83) and to the meridian of sixty-one degrees thirty minutes (61û30ñ) west longitude, zone four (4) of the Modified Transverse Mercator projection.

APPENDIX B-2
Inuit Community of Hopedale

Part 1 Map of the Inuit Community of Hopedale 385

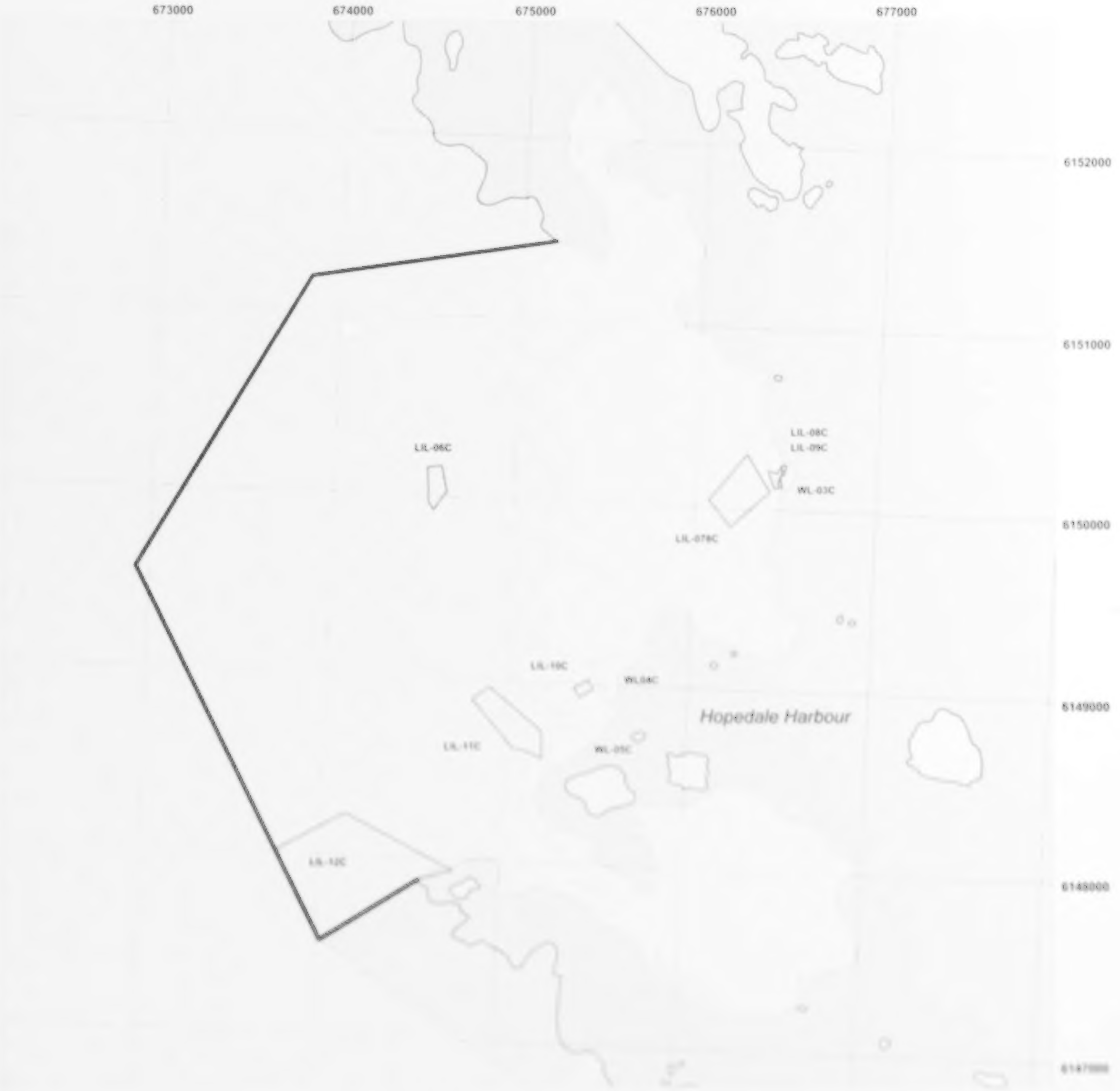
Part 2 Boundary description of the Inuit Community of Hopedale 387

Part 3 Description of Labrador Inuit Lands within the Inuit Community of Hopedale 389

Part 4 Description of Water Lots adjacent to the Inuit Community Hopedale 397

Labrador Inuit Land Claims Agreement

Appendix
B-2 Part 1
Hopedale


673000
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6148000
6147000
LIL-06C
LIL-08C
LIL-09C
WL-03C
LIL-078C
LIL-10C
WL04C
Hopedale Harbour
LIL-11C
WL-05C
LIL-12C

This is not an authoritative map of the Inuit Community of Hopedale and has been prepared for illustrative purposes only. The authoritative map of the Inuit Community of Hopedale is contained in the Map Atlas.

legend

- rivers
- elevation contours
- water
- ▭ Inuit Community of Hopedale
- Zone
- Specified Material Lands
- Water Lots
- ▭ Labrador Inuit Lands
- Labrador Inuit Settlement Area

Nunavut
Labrador Sea
Quebec
Labrador

0 0.5 1
kilometres
scale
1 : 32,000

APPENDIX B-2
Inuit Community of Hopedale

Part 2
Boundary Description of the Inuit Community of Hopedale

The Inuit Community of Hopedale comprises that parcel of land in Newfoundland and Labrador that is bounded as follows:

Beginning at the intersection point of the Shoreline of Neksarsoak Cove with the northwestern Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,151,432 E675,175;

Thence westerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,151,187 E673,837;

Thence southwesterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,149,550 E672,924;

Thence southeasterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,147,524 E674,023;

Thence northeasterly in a straight line to the point on the Shoreline of Tooktoosner Bay which is closest to Grid Coordinate N6,147,880 E674,554;

Thence in a general northerly direction following the Shoreline of Tooktoosner Bay, Hopedale Harbour and Neksarsoak Cove to the point of commencement.

Unless otherwise specified all values are scaled based on the digital National Topographic Series of maps (1:50,000) and being referenced to grid north of the North American Datum 1983 (NAD83) and to the meridian of sixty-three degrees (63°) west longitude, zone twenty (20), of the Universal Transverse Mercator Projection.

APPENDIX B-2
Inuit Community of Hopedale

Part 3
Description of Labrador Inuit Lands within the Inuit Community of Hopedale

Parcel LIL-06C 390
Parcel LIL-07C 391
Parcel LIL-08C 392
Parcel LIL-09C 393
Parcel LIL-10C 394
Parcel LIL-11C 395
Parcel LIL-12C 396

PARCEL LIL-06C

Labrador Inuit Lands parcel LIL-06C comprises that parcel of land within the Inuit Community of Hopedale, in Newfoundland and Labrador, that is bounded as follows:

Beginning at the most eastern corner of Newfoundland Telephone Company Crown Lease No. 78315[9] which is in the vicinity of Map Scale Coordinate N6,149,026 E384,561;

Thence northwesterly in a straight line following said boundary to the point which is in the vicinity of Map Scale Coordinate N6,149,069 E384,534;

Thence northwesterly in a straight line following said boundary to the point which is in the vicinity of Map Scale Coordinate N6,149,132 E384,533;

Thence northerly in a straight line to the point having Grid Coordinate N6,149,260 E384,526;

Thence easterly in a straight line to the point having Grid Coordinate N6,149,267 E384,605;

Thence southerly in a straight line to the point having Grid Coordinate N6,149,126 E384,635;

Thence southwesterly in a straight line to the point of commencement;

Containing an area of approximately 18,300 square metres (21,867 square yards) and shown on the map illustrated in appendix B-2 part 1.

Unless otherwise specified all values are scaled based on Department of Municipal Affairs (provincial planning division) hard copy maps (1:2,500) that have been digitally scanned and referenced to grid north of the North American Datum 1983 (NAD83) and to the meridian of sixty-one degrees thirty minutes (61û 30ï) west longitude, zone four (4) of the Modified Transverse Mercator projection.

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[9] A copy of Newfoundland Telephone Company Crown Lease No. 78315 is recorded in the Crown Lands Registry at St. John's, Newfoundland and Labrador.

PARCEL LIL-07C

Labrador Inuit Lands parcel LIL-07C comprises that parcel of land within the Inuit Community of Hopedale, in Newfoundland and Labrador, that is bounded as follows:

Beginning at the point having Grid Coordinate N6,149,160 E386,418;

Thence southwesterly in a straight line to the point having Grid Coordinate N6,148,968 E386,203;

Thence northwesterly in a straight line to the point having Grid Coordinate N6,149,114 E386,082;

Thence northeasterly in a straight line to the point having Grid Coordinate N6,149,367 E386,291;

Thence southeasterly in a straight line to the point of commencement;

Containing an area of approximately 65,300 square metres (78,099 square yards) and shown on the map illustrated in appendix B-2 part 1.

Unless otherwise specified all values are scaled based on Department of Municipal Affairs (provincial planning division) hard copy maps (1:2,500) that have been digitally scanned and referenced to grid north of the North American Datum 1983 (NAD83) and to the meridian of sixty-one degrees thirty minutes (61û 30ï) west longitude, zone four (4) of the Modified Transverse Mercator projection.

PARCEL LIL-08C

Labrador Inuit Lands parcel LIL-08C comprises that parcel of land currently possessed by Torngait Ujaganniavingit under Crown Lease No. 115354[10] within the boundary of the Inuit Community of Hopedale, in Newfoundland and Labrador, that is bounded as follows:

Beginning at the most southwestern corner of Torngait Ujaganniavingit Crown Lease No. 115354 which is in the vicinity of Map Scale Coordinate N6,149,180 E386,443;

Thence following said boundary to the point of commencement;

Containing an area of approximately 4,600 square metres (5,502 square yards) and shown on the map illustrated in appendix B-2 part 1.

Unless otherwise specified all values are scaled based on Department of Municipal Affairs (provincial planning division) hard copy maps (1:2,500) that have been digitally scanned and referenced to grid north of the North American Datum 1983 (NAD83) and to the meridian of sixty-one degrees thirty minutes (61û 30ï) west longitude, zone four (4) of the Modified Transverse Mercator projection.

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[10] A copy of Torngait Ujaganniavingit Crown Lease No. 115354 survey prepared by N.E.Parrott Surveys Ltd. is recorded in the Crown Lands Registry at St. John's, Newfoundland and Labrador.

PARCEL LIL-09C

Labrador Inuit Lands parcel LIL-09C comprises that parcel of land within the Inuit Community of Hopedale, in Newfoundland and Labrador, that is bounded as follows:

Beginning at the most southeasterly corner of Torngait Ujaganniavingit Crown Lease No. 115354[11] which is in the vicinity of Map Scale Coordinate N6,149,189 E386,468;

Thence northerly following said boundary to the most northern corner which is in the vicinity of Map Scale Coordinate N6,149,311 E386,485;

Thence due east to the point on the Shoreline of Hopedale Harbour which is closest to Grid Coordinate N6,149,311 E386,504;

Thence in a general southerly direction following the Shoreline of Hopedale Harbour to the point which is closest to Grid Coordinate N6,149,183 E386,483;

Thence westerly in a straight line to the point of commencement;

Containing an area of approximately 1,800 square metres (2,153 square yards) and shown on the map illustrated in appendix B-2 part 1.

Unless otherwise specified all values are scaled based on Department of Municipal Affairs (provincial planning division) hard copy maps (1:2,500) that have been digitally scanned and referenced to grid north of the North American Datum 1983 (NAD83) and to the meridian of sixty-one degrees thirty minutes (61û 30ñ) west longitude, zone four (4) of the Modified Transverse Mercator projection.

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[11] A copy of Torngait Ujaganniavingit Crown Lease No. 115354 survey prepared by N.E.Parrott Surveys Ltd. is recorded in the Crown Lands Registry at St. John's, Newfoundland and Labrador.

PARCEL LIL-10C

Labrador Inuit Lands parcel LIL-10C comprises that parcel of land currently possessed by Labrador Inuit Association under Crown Lease No. 78947[12] within the boundary of the Inuit Community of Hopedale, in Newfoundland and Labrador, that is bounded as follows:

Beginning at the most northern corner of Labrador Inuit Association R-1693 F-52 deed which is in the vicinity of Map Scale Coordinate N6,148,091 E385,425;

Thence following said boundary to the point of commencement;

Containing an area of approximately 5,300 square metres (6,339 square yards) and shown on the map illustrated in appendix B-2 part 1.

Unless otherwise specified all values are scaled based on Department of Municipal Affairs (provincial planning division) hard copy maps (1:2,500) that have been digitally scanned and referenced to grid north of the North American Datum 1983 (NAD83) and to the meridian of sixty-one degrees thirty minutes (61û 30ï) west longitude, zone four (4) of the Modified Transverse Mercator projection.

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[12] A copy of Labrador Inuit Association Crown Lease No. 78947 is recorded in the Crown Lands Registry at St. John's, Newfoundland and Labrador.

PARCEL LIL-11C

Labrador Inuit Lands parcel LIL-11C comprises that parcel of land within the Inuit Community of Hopedale, in Newfoundland and Labrador, that is bounded as follows:

Beginning at the most northern corner of Hopedale Community Council Crown Lease No. 79896[13] which is in the vicinity of Map Scale Coordinate N6,147,770 E385,186;

Thence southerly in a straight line following the said boundary to a point which is in the vicinity of Map Scale Coordinate N6,147,667 E385,187;

Thence northwesterly in a straight line following the said boundary to a point which is in the vicinity of Map Scale Coordinate N6,147,702 E385,107;

Thence westerly in a straight line to the point having Grid Coordinate N6,147,717 E385,028;

Thence northwesterly in a straight line to the point having Grid Coordinate N6,147,984 E384,797;

Thence northeasterly in a straight line to the point having Grid Coordinate N6,148,059 E384,890;

Thence southeasterly in a straight line to the point having Grid Coordinate N6,147,818 E385,180;

Thence southerly in a straight line to the point of commencement;

Containing an area of approximately 63,800 square metres (76,305 square yards) and shown on the map illustrated in appendix B-2 part 1.

Unless otherwise specified all values are scaled based on Department of Municipal Affairs (provincial planning division) hard copy maps (1:2,500) that have been digitally scanned and referenced to grid north of the North American Datum 1983 (NAD83) and to the meridian of sixty-one degrees thirty minutes (61û 30ì) west longitude, zone four (4) of the Modified Transverse Mercator projection.

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[13] A copy of Hopedale Community Council Crown Lease No. 79896 is recorded in the Crown Lands Registry at St. John's, Newfoundland and Labrador.

PARCEL LIL-12C

Labrador Inuit Lands parcel LIL-12C comprises that parcel of land within the Inuit Community of Hopedale, in Newfoundland and Labrador, that is bounded as follows:

Beginning at the point that is a corner of parcel LIL-14 which is closest to Grid Coordinate N6,146,982 E384,514[14];

Thence southwesterly in a straight line following said boundary to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,146,638 E383,976;

Thence northwesterly in a straight line following said boundary to the point which is in the vicinity of Map Scale Coordinate N6,147,130 E383,722;

Thence northeasterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,147,343 E384,104;

Thence southeasterly in a straight line to the point on the Shoreline of Tooktoosner Bay which is closest to Grid Coordinate N6,147,037 E384,703;

Thence in a general westerly direction following the Shoreline to the point of commencement;

Containing an area of approximately 334,100 square metres (411,544 square yards) and shown on the map illustrated in appendix B-2 part 1.

Unless otherwise specified all values are scaled based on Department of Municipal Affairs (provincial planning division) hard copy maps (1:2,500) that have been digitally scanned and referenced to grid north of the North American Datum 1983 (NAD83) and to the meridian of sixty-one degrees thirty minutes (61û 30') west longitude, zone four (4) of the Modified Transverse Mercator projection.

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[14] Defined as being a point on the Shoreline of Tooktoosner Bay which is closest to Grid Coordinate N6,147,880 E674,554. This coordinate is based on the digital National Topographic Series of maps (1:50,000) and being referenced to grid north of the North American Datum 1983 (NAD83) and to the meridian of sixty-three(63°) west longitude, zone twenty(20), of the Universal Transverse Mercator Projection.

APPENDIX B-2
Inuit Community of Hopedale

Part 4
Description of Water Lots adjacent to the Inuit Community of Hopedale

WL-03C 398

WL-04C 399

WL-05C 400

PARCEL WL-03C

Water Lot parcel WL-03C comprises that parcel of land in Newfoundland and Labrador and Canada that is bounded as follows:

Beginning at the point on the Shoreline of Hopedale Harbour which is closest to Grid Coordinate N6,149,311 E386,504;

Thence easterly in a straight line to the point offshore having Grid Coordinate N6,149,309 E386,551;

Thence southerly in a straight line to the point offshore having Grid Coordinate N6,149,257 E386,552;

Thence southwesterly in a straight line to the point offshore having Grid Coordinate N6,149,181 E386,528;

Thence westerly in a straight line to the point on the Shoreline of Hopedale Harbour which is closest to Grid Coordinate N6,149,183 E386,483;

Thence in a general northerly direction following the Shoreline to the point of commencement;

Containing an area of approximately 7,200 square metres (8,611 square yards) and shown on the map illustrated in appendix B-2 part 1.

Unless otherwise specified all values are scaled based on Department of Municipal Affairs (provincial planning division) hard copy maps (1:2,500) that have been digitally scanned and referenced to grid north of the North American Datum 1983 (NAD83) and to the meridian of sixty-one degrees thirty minutes (61û 30ï) west longitude, zone four (4) of the Modified Transverse Mercator projection.

PARCEL WL-04C

Water Lot parcel WL-04C comprises that parcel of land in Newfoundland and Labrador and Canada that is bounded as follows:

Beginning at the point on the Shoreline of Hopedale Harbour being the most western corner of Public Works Canada Transfer No. 78332 (parcel B)[15] which is in the vicinity of Map Scale Coordinate N6,147,980 E385,552;

Thence in a general northeasterly direction following the Shoreline of Hopedale Harbour to the point which is closest to Grid Coordinate N6,148,334 E385,761;

Thence southerly in a straight line to the point offshore having Grid Coordinate N6,148,277 E385,777;

Thence southwesterly in a straight line to the point offshore having Grid Coordinate N6,148,147 E385,605;

Thence southerly in a straight line to the point offshore being on the boundary of aforesaid Transfer which is closest to Grid Coordinate N6,148,018 E385,601;

Thence southwesterly in a straight line following said Transfer boundary to the point of commencement;

Containing an area of approximately 38,600 square metres (46,166 square yards) and shown on the map illustrated in appendix B-2 part 1.

Unless otherwise specified all values are scaled based on Department of Municipal Affairs (provincial planning division) hard copy maps (1:2,500) that have been digitally scanned and referenced to grid north of the North American Datum 1983 (NAD83) and to the meridian of sixty-one degrees thirty minutes (61â 30ïâ west longitude, zone four (4) of the Modified Transverse Mercator projection.

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[15] A copy of Public Works Canada Transfer No. 78332 is recorded in the Crown Lands Registry at St. John's, Newfoundland and Labrador.

PARCEL WL-05C

Water Lot parcel WL-05C comprises that parcel of land in Newfoundland and Labrador and Canada that is bounded as follows:

Beginning at the point on the Shoreline of Hopedale Harbour which is closest to Grid Coordinate N6,147,602 E385,236;

Thence in a general northeasterly direction following the Shoreline of Hopedale Harbour to the point which is closest to Grid Coordinate N6,147,764 E385,485;

Thence southwesterly in a straight line to the point of commencement;

Containing an area of approximately 34,700 square metres (41,501 square yards) and shown on the map illustrated in appendix B-2 part 1.

Unless otherwise specified all values are scaled based on Department of Municipal Affairs (provincial planning division) hard copy maps (1:2,500) that have been digitally scanned and referenced to grid north of the North American Datum 1983 (NAD83) and to the meridian of sixty-one degrees thirty minutes (61û 30ü) west longitude, zone four (4) of the Modified Transverse Mercator projection.

APPENDIX B-3
Inuit Community of Postville

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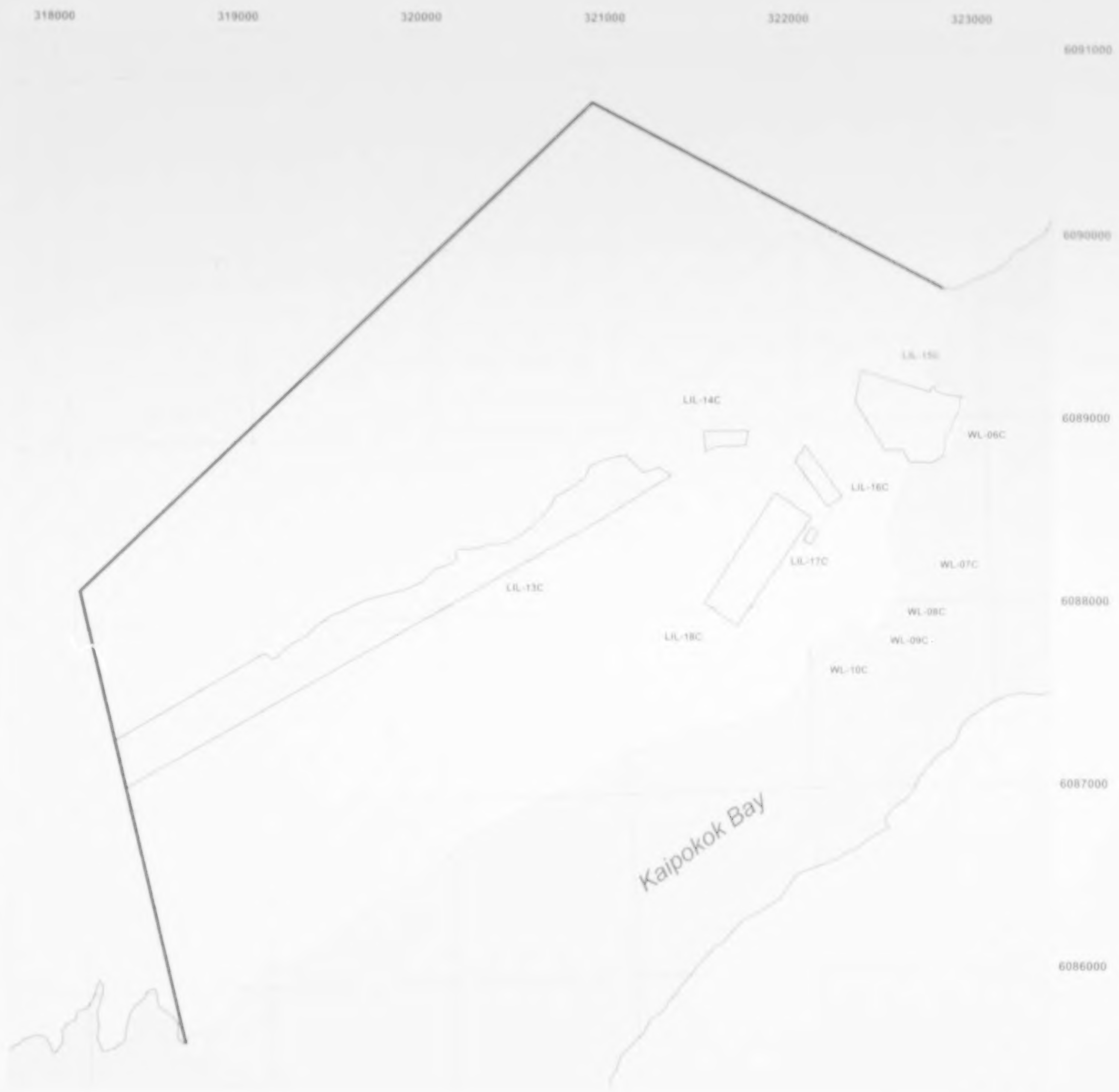
318000
319000
320000
321000
322000
323000
6091000
6090000
6089000
6088000
6087000
6086000
LIL-15C
LIL-14C
WL-06C
LIL-16C
LIL-17C
WL-07C
LIL-13C
WL-08C
LIL-18C
WL-09C
WL-10C
Kaipokok Bay

Labrador Inuit Land Claims Agreement

Appendix
B-3 Part 1
Postville

This is not an authoritative map of the Inuit Community of Postville and has been prepared for illustrative purposes only. The authoritative map of the Inuit Community of Postville is contained in the Map Atlas.

legend

- rivers
- elevation contours
- water
- ☐ Inuit Community of Postville
- Zone
- Specified Material Lands
- Water Lots
- ☐ Labrador Inuit Lands
- Labrador Inuit Settlement Area

Nunavut
Labrador Sea
Québec
Labrador

0 0.5 1
kilometres

scale
1 : 32,000

APPENDIX B-3
Inuit Community of Postville

Part 2
Boundary Description of the Inuit Community of Postville

The Inuit Community of Postville comprises that parcel of land in Newfoundland and Labrador that is bounded as follows:

Beginning at the intersection point of the Shoreline of Kaipokok Bay with the southwestern Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,089,702 E322,791;

Thence northwesterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,090,778 E320,917;

Thence southwesterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,088,214 E318,029;

Thence southerly in a straight line to the point on the Shoreline of Kaipokok Bay which is closest to Grid Coordinate N6,085,723 E318,516;

Thence in a general northeasterly direction following the Shoreline to the point of commencement.

Unless otherwise specified all values are scaled based on the digital National Topographic Series of maps (1:50,000) and being referenced to grid north of the North American Datum 1983 (NAD83) and to the meridian of fifty-seven degrees (57°) west longitude, zone twenty-one (21), of the Universal Transverse Mercator Projection.

APPENDIX B-3
Inuit Community of Postville

Part 3
Description of Labrador Inuit Lands within the Inuit Community of Postville

LIL-13C 408
LIL-14C 409
LIL-15C 410
LIL-16C 411
LIL-17C 412
LIL-18C 413

PARCEL LIL-13C

Labrador Inuit Lands parcel LIL-13C comprises that parcel of land within the Inuit Community of Postville, in Newfoundland and Labrador that is bounded as follows:

Beginning at the point on the Bank of an unnamed pond which is closest to Grid Coordinate N6,088,683, E320,734;

Thence northeasterly in a straight line to the point having Grid Coordinate N6,088,741 E320,810;

Thence northerly in a straight line to the point having Grid Coordinate N6,088,799 E320,836;

Thence easterly in a straight line to the point having Grid Coordinate N6,088,830 E320,914;

Thence easterly in a straight line to the point having Grid Coordinate N6,088,855 E321,034;

Thence southeasterly in a straight line to the point having Grid Coordinate N6,088,753 E321,128;

Thence easterly in a straight line to the point having Grid Coordinate N6,088,780 E321,215;

Thence southeasterly in a straight line to the point having Grid Coordinate N6,088,732 E321,278;

Thence southwesterly in a straight line to the point having Grid Coordinate N6,088,508 E320,891;

Thence southwesterly in a straight line to the point being on the Labrador Inuit Lands parcel LIL-15 boundary which is closest to Grid Coordinate N6,087,128 E318,241;

Thence northerly in a straight line following said boundary to the point which is closest to Grid Coordinate N6,087,389 N318,190;

Thence northeasterly in a straight line to the point on the Bank of said pond which is closest to Grid Coordinate N6,087,837 E319,022;

Thence in a general northeasterly direction following the Bank of said pond to the point of commencement;

Containing an area of approximately 763,100 square metres (912,668 square yards) and shown on the map illustrated in appendix B-3 part 1.

Unless otherwise specified all values are scaled based on the digital National Topographic Series of maps (1:50,000) and being referenced to grid north of the North American Datum 1983 (NAD83) and to the meridian of fifty-seven degrees (57°) west longitude, zone twenty-one (21), of the Universal Transverse Mercator Projection.

PARCEL LIL-14C

Labrador Inuit Lands parcel LIL-14C comprises that parcel of land within the Inuit Community of Postville, in Newfoundland and Labrador that is bounded as follows:

Beginning at the point having Grid Coordinate N6,087,888 E222,379;

Thence northerly in a straight line to the point having Grid Coordinate N6,088,000 E222,374;

Thence due east to the point having Grid Coordinate N6,088,000 E222,614;

Thence southerly in a straight line to the point having Grid Coordinate N6,087,920 E222,601;

Thence westerly in a straight line to the point having Grid Coordinate N6,087,913 E222,435;

Thence southwesterly in a straight line to the point of commencement;

Containing an area of approximately 20,200 square metres (24,159 square yards) and shown on the map illustrated in appendix B-3 part 1.

Unless otherwise specified all values are scaled based on the digital Provincial Topographic Series of maps (1:2,500) and being referenced to grid north of the North American Datum 1983 (NAD83) and to the meridian of fifty eight degrees thirty minutes (58û30ïÌ west longitude, zone three (3) of the Modified Transverse Mercator projection.

PARCEL LIL-15C

Labrador Inuit Lands parcel LIL-15C comprises that parcel of land within the Inuit Community of Postville, in Newfoundland and Labrador that is bounded as follows:

Beginning at the point on the Shoreline of Kaipokok Bay (Postville) which is closest to Grid Coordinate N6,088,200 E223,598;

Thence in a general southerly direction following the Shoreline to the point which is closest to Grid Coordinate N6,087,811 E223,612;

Thence westerly in a straight line to the point having Grid Coordinate N6,087,817 E223,491;

Thence northwesterly in a straight line to the point having Grid Coordinate N6,087,880 E223,457;

Thence westerly in a straight line to the point having Grid Coordinate N6,087,881 E223,358;

Thence northwesterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,088,148 E223,198;

Thence northerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,088,321 E223,233;

Thence southeasterly in a straight line to the point of commencement;

Containing an area of approximately 184,100 square metres (220,184 square yards) and shown on the map illustrated in appendix B-3 part 1.

Unless otherwise specified all values are scaled based on the digital Provincial Topographic Series of maps (1:2,500) and being referenced to grid north of the North American Datum 1983 (NAD83) and to the meridian of fifty eight degrees thirty minutes (58û30ñ) west longitude, zone three (3) of the Modified Transverse Mercator projection.

PARCEL LIL-16C

Labrador Inuit Lands parcel LIL-16C comprises that parcel of land within the Inuit Community of Postville, in Newfoundland and Labrador that is bounded as follows:

Beginning at a point on the Labrador School Board Vol. 258 Fol. 06[16] boundary which is closest to Grid Coordinate N6,087,576 E223,044;

Thence northwesterly in a straight line to the point having Grid Coordinate N6,087,826 E222,868;

Thence northeasterly in a straight line to the point having Grid Coordinate N6,087,912 E222,924;

Thence southeasterly in a straight line to the point having Grid Coordinate N6,087,631 E223,123;

Thence southwesterly in a straight line to the point being the most northerly corner of said Labrador School Board boundary which is closest to Grid Coordinate N6,087,608 E223,085;

Thence southwesterly in a straight line following said boundary to the point of commencement;

Containing an area of approximately 31,000 square metres (37,076 square yards) and shown on the map illustrated in appendix B-3 part 1.

Unless otherwise specified all values are scaled based on the digital Provincial Topographic Series of maps (1:2,500) and being referenced to grid north of the North American Datum 1983 (NAD83) and to the meridian of fifty eight degrees thirty minutes (58û30ñ) west longitude, zone three (3) of the Modified Transverse Mercator projection.

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[16] A copy of Labrador School Board Vol. 258 Fol. 06 is recorded in the Crown Lands Registry at St. John's, Newfoundland and Labrador.

PARCEL LIL-17C

Labrador Inuit Lands parcel LIL-17C comprises that parcel of land within the Inuit Community of Postville, in Newfoundland and Labrador that is bounded as follows:

Beginning at the point having Grid Coordinate N6,087,372 E222,948;

Thence northwesterly in a straight line to the point having Grid Coordinate N6,087,397 E222,908;

Thence northeasterly in a straight line to the point having Grid Coordinate N6,087,468 E222,952;

Thence southeasterly in a straight line to the point having Grid Coordinate N6,087,445 E222,990;

Thence southwesterly in a straight line to the point of commencement;

Containing an area of approximately 3,900 square metres (4,664 square yards) and shown on the map illustrated in appendix B-3 part 1.

Unless otherwise specified all values are scaled based on the digital Provincial Topographic Series of maps (1:2,500) and being referenced to grid north of the North American Datum 1983 (NAD83) and to the meridian of fifty eight degrees thirty minutes (58û30ï) west longitude, zone three (3) of the Modified Transverse Mercator projection.

PARCEL LIL-18C

Labrador Inuit Lands parcel LIL-18C comprises that parcel of land within the Inuit Community of Postville, in Newfoundland and Labrador that is bounded as follows:

Beginning at a point on the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,086,932 E222,541;

Thence northwesterly in a straight line to the point having Grid Coordinate N6,087,064 E222,366;

Thence northeasterly in a straight line to the point having Grid Coordinate N6,087,660 E222,758;

Thence southeasterly in a straight line to the point having Grid Coordinate N6,087,520 E222,953;

Thence southwesterly in a straight line to the point of commencement;

Containing an area of approximately 164,200 square metres (196,383 square yards)and shown on the map illustrated in appendix B-3 part 1.

Unless otherwise specified all values are scaled based on the digital Provincial Topographic Series of maps (1:2,500) and being referenced to grid north of the North American Datum 1983 (NAD83) and to the meridian of fifty eight degrees thirty minutes (58û30ǿ) west longitude, zone three (3) of the Modified Transverse Mercator projection.

APPENDIX B-3
Inuit Community of Postville

Part 4
Description of Water Lots adjacent to the Inuit Community of Postville

WL-06C 416

WL-07C 417

WL-08C 418

WL-09C 419

WL-10C 420

PARCEL WL-06C

Water Lot parcel WL-06C comprises that parcel of land in Newfoundland and Labrador and Canada that is bounded as follows:

Beginning at the point on the Shoreline of Kaipokok Bay (Postville) which is closest to Grid Coordinate N6,088,164 E223,778;

Thence easterly in a straight line to the point offshore having Grid Coordinate N6,088,155 E223,818;

Thence southwesterly in a straight line to the point offshore having Grid Coordinate N6,087,832 E223,707;

Thence westerly in a straight line to the point on the Shoreline of Kaipokok Bay (Postville) which is closest to Grid Coordinate N6,087,846 E223,673;

Thence in a general northeasterly direction following the Shoreline to the point of commencement;

Containing an area of approximately 13,200 square metres (15,787 square yards) and shown on the map illustrated in appendix B-3 part 1.

Unless otherwise specified all values are scaled based on the digital Provincial Topographic Series of maps (1:2,500) and being referenced to grid north of the North American Datum 1983 (NAD83) and to the meridian of fifty eight degrees thirty minutes (58û30ñ) west longitude, zone three (3) of the Modified Transverse Mercator projection.

PARCEL WL-07C

Water Lot parcel WL-07C comprises that parcel of land in Newfoundland and Labrador and Canada that is bounded as follows:

Beginning at the point on the Shoreline of Kaipokok Bay (Postville) which is closest to Grid Coordinate N6,087,252 E223,381;

Thence easterly in a straight line to the point offshore having Grid Coordinate N6,087,262 E223,449;

Thence southerly in a straight line to the point offshore on the Torngat Fish Producers R-800 F-156[17] boundary having Grid Coordinate N6,087,163 E223,441;

Thence southerly in a straight line following said boundary to the point on the Shoreline of Kaipokok Bay (Postville) which is closest to Grid Coordinate N6,087,084 E223,458;

Thence in a general northerly direction following the Shoreline to the point of commencement;

Containing an area of approximately 9,200 square metres (11,003 square yards) and shown on the map illustrated in appendix B-3 part 1.

Unless otherwise specified all values are scaled based on the digital Provincial Topographic Series of maps (1:2,500) and being referenced to grid north of the North American Datum 1983 (NAD83) and to the meridian of fifty eight degrees thirty minutes (58û30ï) west longitude, zone three (3) of the Modified Transverse Mercator projection.

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[17] A copy of Torngat Fish Poducers R-800 F-156 is recorded in the Registry of Deeds at St. John's, Newfoundland and Labraor.

PARCEL WL-08C

Water Lot parcel WL-08C comprises that parcel of land in Newfoundland and Labrador and Canada that is bounded as follows:

Beginning at the point on the Shoreline of Kaipokok Bay (Postville) which is closest to Grid Coordinate N6,086,924 E223,306;

Thence in a general northeasterly direction following the Shoreline to the intersection point with Work, Services and Transportation Transfer No. 72688[18] boundary which is closest to Grid Coordinate N6,087,070 E223,430;

Thence southerly in a straight line following said boundary to the point offshore which is closest to Grid Coordinate N6,087,039 E223,422;

Thence westerly in a straight line to the point offshore having Grid Coordinate N6,087,039 E223,383;

Thence southwesterly in a straight line to the point offshore having Grid Coordinate N6,086,920 E223,331;

Thence westerly in a straight line to the point of commencement;

Containing an area of approximately 5,800 square metres (6,937 square yards) and shown on the map illustrated in appendix B-3 part 1.

Unless otherwise specified all values are scaled based on the digital Provincial Topographic Series of maps (1:2,500) and being referenced to grid north of the North American Datum 1983 (NAD83) and to the meridian of fifty eight degrees thirty minutes (58û30ü west longitude, zone three (3) of the Modified Transverse Mercator projection.

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[18] A copy of Work, Services and Transportation Transfer No. 72688 is recorded in the Crown Lands Registry at St. John's, Newfoundland and Labrador.

PARCEL WL-09C

Water Lot parcel WL-09C comprises that parcel of land in Newfoundland and Labrador and Canada that is bounded as follows:

Beginning at the point on the Shoreline of Kaipokok Bay (Postville) which is closest to Grid Coordinate N6,086,833 E223,271;

Thence southwesterly in a straight line to the point offshore having Grid Coordinate N6,086,824 E223,252;

Thence northerly in a straight line to the point offshore having Grid Coordinate N6,086,896 E223,227;

Thence northwesterly in a straight line to the point offshore having Grid Coordinate N6,086,917 E223,189;

Thence northerly in a straight line to the point on the Shoreline of Kaipokok Bay (Postville) which is closest to Grid Coordinate N6,086,937 E223,193;

Thence in a general southeasterly direction following the Shoreline to the point of commencement;

Containing an area of approximately 2,700 square metres (3,229 square yards) and shown on the map illustrated in appendix B-3 part 1.

Unless otherwise specified all values are scaled based on the digital Provincial Topographic Series of maps (1:2,500) and being referenced to grid north of the North American Datum 1983 (NAD83) and to the meridian of fifty eight degrees thirty minutes (58û30ñ) west longitude, zone three (3) of the Modified Transverse Mercator projection.

PARCEL WL-10C

Water Lot parcel WL-10C comprises that parcel of land in Newfoundland and Labrador and Canada that is bounded as follows:

Beginning at the point on the Shoreline of Kaipokok Bay (Postville) which is closest to Grid Coordinate N6,086,931 E223,120;

Thence southeasterly in a straight line to the point offshore having Grid Coordinate N6,086,872 E223,155;

Thence southwesterly in a straight line to the point offshore having Grid Coordinate N6,086,817 E223,087;

Thence northwesterly in a straight line to the point on the Shoreline of Kaipokok Bay (Postville) which is closest to Grid Coordinate N6,086,866 E223,057;

Thence in a general northeasterly direction following the Shoreline to the point of commencement;

Containing an area of approximately 5,200 square metres (6,219 square yards) and shown on the map illustrated in appendix B-3 part 1.

Unless otherwise specified all values are scaled based on the digital Provincial Topographic Series of maps (1:2,500) and being referenced to grid north of the North American Datum 1983 (NAD83) and to the meridian of fifty eight degrees thirty minutes (58û30ú) west longitude, zone three (3) of the Modified Transverse Mercator projection.

APPENDIX B-4
Inuit Community of Makkovik

Part 1 Map of the Inuit Community of Makkovik 423
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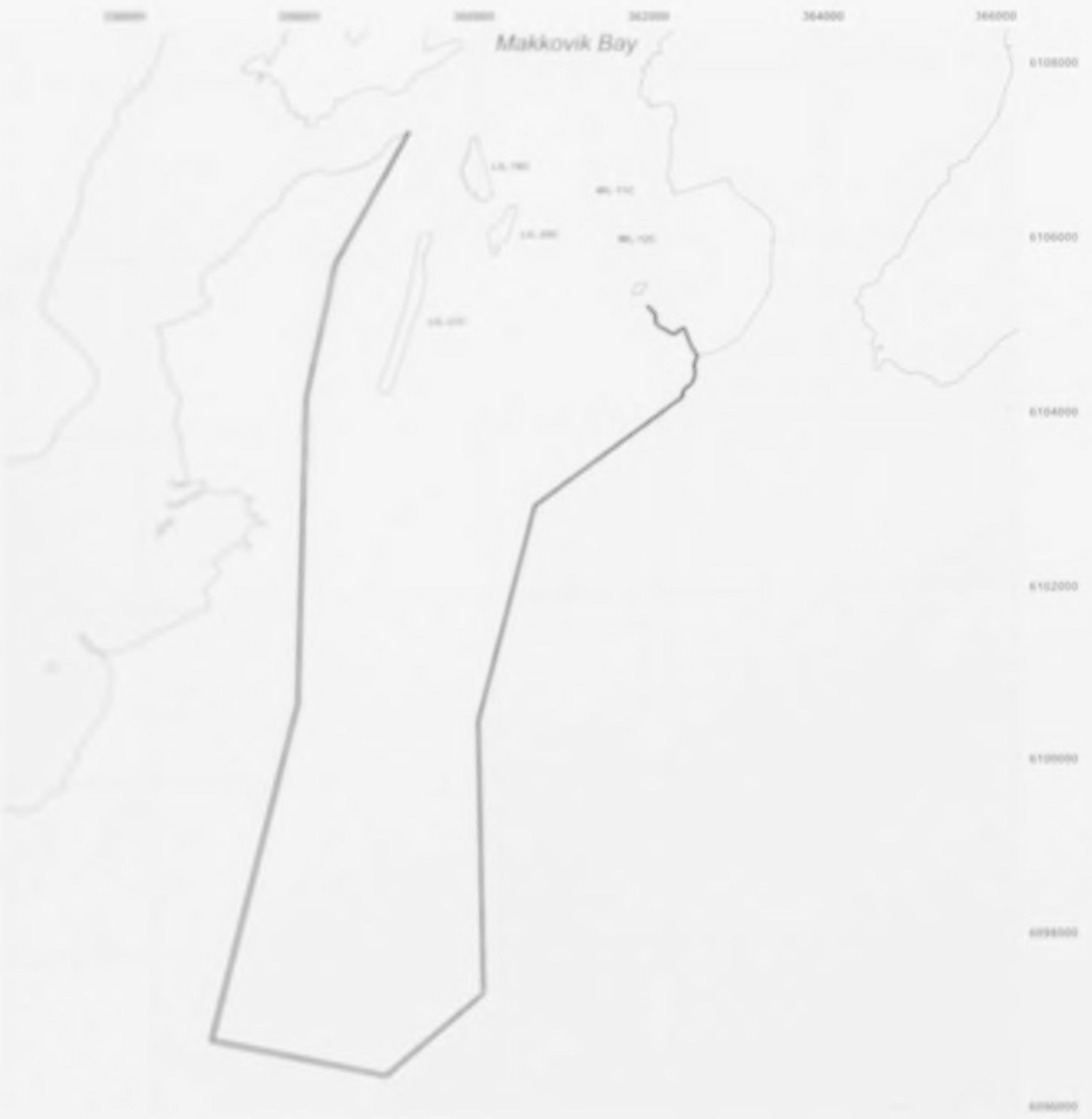
Part 3 Description of Labrador Inuit Lands within the the Inuit Community of Makkovik 427
Part 4 Description of Water Lots adjacent to the Inuit Community of Makkovik 431


362000
364000
366000
Makkovik Bay
6108000
6106000
6104000
6102000
6100000
6098000
6096000

Labrador Inuit Land Claims Agreement

Appendix
B-4 Part 1
Makkovik

This is not an authoritative map of the Inuit Community of Makkovik and has been prepared for illustrative purposes only. The authoritative map of the Inuit Community of Makkovik is contained in the Map Atlas.

legend

rivers
elevation contours
water
▭ Inuit Community of Makovik
Zone
Specified Material Lands
Water Lots
▭ Labrador Inuit Lands
Labrador Inuit Settlement Area

Nunavut
Labrador Sea
Quebec
Labrador
0
1
2
kilometres
N

scale
1 : 68,000

APPENDIX B-4
Inuit Community of Makkovik

Part 2
Boundary Description of the Inuit Community of Makkovik

The Inuit Community of Makkovik comprises that parcel of land in Newfoundland and Labrador that is bounded as follows:

Beginning at the point on the Shoreline of Makkovik Bay which is closest to Grid Coordinate N6,107,373 E359,214;

Thence southwesterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,105,889 E358,324;

Thence southerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,104,362 E357,940;

Thence southerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,100,858 E357,731;

Thence southerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,097,013 E356,613;

Thence easterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,096,839 E357,355;

Thence easterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,096,544 E358,608;

Thence northeasterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,097,462 E359,763;

Thence northerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,100,592 E359,802;

Thence northerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,103,047 E360,528;

Thence northeasterly in a straight line to the point on the western Bank of Makkovik Brook which is closest to Grid Coordinate N6,104,245 E362,267;

Thence in a general northwesterly direction following said brook and the Shoreline of Makkovik Harbour and Makkovik Bay to the point of commencement.

Unless otherwise specified all values are scaled based on the digital National Topographic Series of maps (1:50,000) and being referenced to grid north of the North American Datum 1983 (NAD83) and to the meridian of fifty-seven degrees (57°) west longitude, zone twenty-one (21), of the Universal Transverse Mercator Projection.

APPENDIX B-4

Inuit Community of Makkovik

Part 3

Description of Labrador Inuit Lands within the Inuit Community of Makkovik

LIL-19C 428

LIL-20C 429

LIL-21C 430

PARCEL LIL-19C

Labrador Inuit Lands parcel LIL-19C comprises that parcel of land within the Inuit Community of Makkovik, in Newfoundland and Labrador, that is bounded as follows:

Beginning at the point on the Shoreline of Ranger Bight (Makkovik Bay) which is closest to Grid Coordinate N6,106,446 E260,490;

Thence in a general northerly direction following the Shoreline of Ranger Bight to the point which is closest to Grid Coordinate N6,107,153 E260,502;

Thence southeasterly in a straight line to the point which is closest to Grid Coordinate N6,106,486 E260,697;

Thence southwesterly in a straight line to the point having Grid Coordinate N6,106,462 E260,666;

Thence southwesterly in a straight line to the point having Grid Coordinate N6,106,422 E260,612;

Thence southwesterly in a straight line to the point having Grid Coordinate N6,106,399 E260,586;

Thence northwesterly in a straight line to the point of commencement;

Containing an area of approximately 148,200 square metres (177,247 square yards) and shown on the map illustrated in appendix B-4 part 1.

Unless otherwise specified all values are scaled based on the digital Provincial Topographic Series of maps (1:2,500) and being referenced to grid north of the North American Datum 1983 (NAD83) and to the meridian of fifty eight degrees thirty minutes (58û30ü) west longitude, zone three (3) of the Modified Transverse Mercator projection.

PARCEL LIL-20C

Labrador Inuit Lands parcel LIL-20C comprises that parcel of land within the Inuit Community of Makkovik, in Newfoundland and Labrador, that is bounded as follows:

Beginning at a point on the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,105,785 E260,682;

Thence northerly in a straight line to the point having Grid Coordinate N6,106,046 E260,614;

Thence northeasterly in a straight line to the point having Grid Coordinate N6,106,170 E260,771;

Thence northeasterly in a straight line to the point having Grid Coordinate N6,106,371 E260,888;

Thence southeasterly in a straight line to the point having Grid Coordinate N6,106,313 E260,962;

Thence southwesterly in a straight line to the point having Grid Coordinate N6,106,027 E260,866;

Thence southerly in a straight line to the point on Public Works Canada (R-35 F-1445 Plan No. 617)[19] deed which is in the vicinity of Map Scale Coordinate N6,105,969 E260,860;

Thence southwesterly in a straight line following said boundary to a point which is in the vicinity of Map Scale Coordinate N6,105,906 E260,731;

Thence southerly in a straight line following said boundary to a point which is in the vicinity of Map Scale Coordinate N6,105,804 E260,740;

Thence westerly in a straight line to the point of commencement;

Containing an area of approximately 81,800 square metres (97,833 square yards) and shown on the map illustrated in appendix B-4 part 1.

Unless otherwise specified all values are scaled based on the digital Provincial Topographic Series of maps (1:2,500) and being referenced to grid north of the North American Datum 1983 (NAD83) and to the meridian of fifty eight degrees thirty minutes (58û30ì) west longitude, zone three (3) of the Modified Transverse Mercator projection.

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[19] A copy of Public Works Canada (R-35 F-1445 Plan No. 617) deed is recorded in the Registry of Deeds at St. John's, Newfoundland and Labrador.

PARCEL LIL-21C

Labrador Inuit Lands parcel LIL-21C comprises that parcel of land within the Inuit Community of Makkovik, in Newfoundland and Labrador, that is bounded as follows:

Beginning at the point on the Shoreline of Ranger Bight (Makkovik Bay) which is closest to Grid Coordinate N6,106,165 E359,452;

Thence southwesterly in a straight line to the point having Grid Coordinate N6,106,082 E359,417;

Thence southwesterly in a straight line to the point having Grid Coordinate N6,105,943 E359,347;

Thence southerly in a straight line to the point having Grid Coordinate N6,105,629 E359,360;

Thence southwesterly in a straight line to the point having Grid Coordinate N6,105,405 E359,298;

Thence southwesterly in a straight line to the point having Grid Coordinate N6,105,093 E359,160;

Thence southwesterly in a straight line to the point having Grid Coordinate N6,104,779 E359,060;

Thence southwesterly in a straight line to the point having Grid Coordinate N6,104,460 E358,935;

Thence southerly in a straight line to the point on the Bank of an unnamed pond which is closest to Grid Coordinate N6,104,400 E358,908;

Thence in a general southwesterly direction following the Bank of said pond to the point which is closest to Grid Coordinate N6,104,379 E358,854;

Thence northwesterly in a straight line to the point having Grid Coordinate N6,104,454 E358,772;

Thence northeasterly in a straight line to the point having Grid Coordinate N6,104,727 E358,893;

Thence northerly in a straight line to the point having Grid Coordinate N6,105,444 E359,144;

Thence northerly in a straight line to the point having Grid Coordinate N6,106,183 E359,312;

Thence easterly in a straight line to the point on the Shoreline of Ranger Bight (Makkovik Bay) which is closest to Grid Coordinate N6,106,202 E359,421;

Thence in a general southeasterly direction following the Shoreline to the point of commencement;

Containing an area of approximately 258,900 square metres (309,644 square yards) and shown on the map illustrated in appendix B-4 part 1.

Unless otherwise specified all values are scaled based on the digital National Topographic Series of maps (1:50,000) and being referenced to grid north of the North American Datum 1983 (NAD83) and to the meridian of fifty-seven degrees (57°) west longitude, zone twenty-one (21), of the Universal Transverse Mercator Projection.

APPENDIX B-4
Inuit Community of Makkovik

Part 4
Description of Water Lots adjacent to the Inuit Community of Makkovik

WL-11C 432

WL-12C 433

PARCEL WL-11C

Water Lot parcel WL-11C comprises that parcel of land in Newfoundland and Labrador and Canada that is bounded as follows:

Beginning at the point on the Shoreline of Makkovik Harbour which is closest to Grid Coordinate N6,106,834 E261,679;

Thence southeasterly in a straight line to the point offshore having Grid Coordinate N6,106,811 E261,719;

Thence southerly in a straight line to the point offshore having Grid Coordinate N6,106,640 E261,713;

Thence southerly in a straight line to the point offshore having Grid Coordinate N6,106,473 E261,753;

Thence southerly in a straight line to the point offshore having Grid Coordinate N6,106,261 E261,794;

Thence easterly in a straight line to the point on the Shoreline of Makkovik Harbour which is closest to Grid Coordinate N6,106,249 E261,893;

Thence in a general northerly direction following the Shoreline of Makkovik Harbour to the point of commencement;

Containing an area of approximately 58,800 square metres (70,325 square yards) and shown on the map illustrated in appendix B-4 part 1.

Unless otherwise specified all values are scaled based on the digital Provincial Topographic Series of maps (1:2,500) and being referenced to grid north of the North American Datum 1983 (NAD83) and to the meridian of fifty eight degrees thirty minutes (58û30ıí) west longitude, zone three (3) of the Modified Transverse Mercator projection.

PARCEL WL-12C

Water Lot parcel WL-12C comprises that parcel of land in Newfoundland and Labrador and Canada that is bounded as follows:

Beginning at the point on the Shoreline of Makkovik Harbour which is closest to Grid Coordinate N6,106,098 E262,040;

Thence southerly in a straight line to the point on the Shoreline of Makkovik Harbour which is closest to Grid Coordinate N6,106,003 E262,034;

Thence in a general northerly direction following the Shoreline of Makkovik Harbour to the point of commencement;

Containing an area of approximately 2,500 square metres (2,990 square yards) and shown on the map illustrated in appendix B-4 part 1.

Unless otherwise specified all values are scaled based on the digital Provincial Topographic Series of maps (1:2,500) and being referenced to grid north of the North American Datum 1983 (NAD83) and to the meridian of fifty eight degrees thirty minutes (58û30ñ) west longitude, zone three (3) of the Modified Transverse Mercator projection.

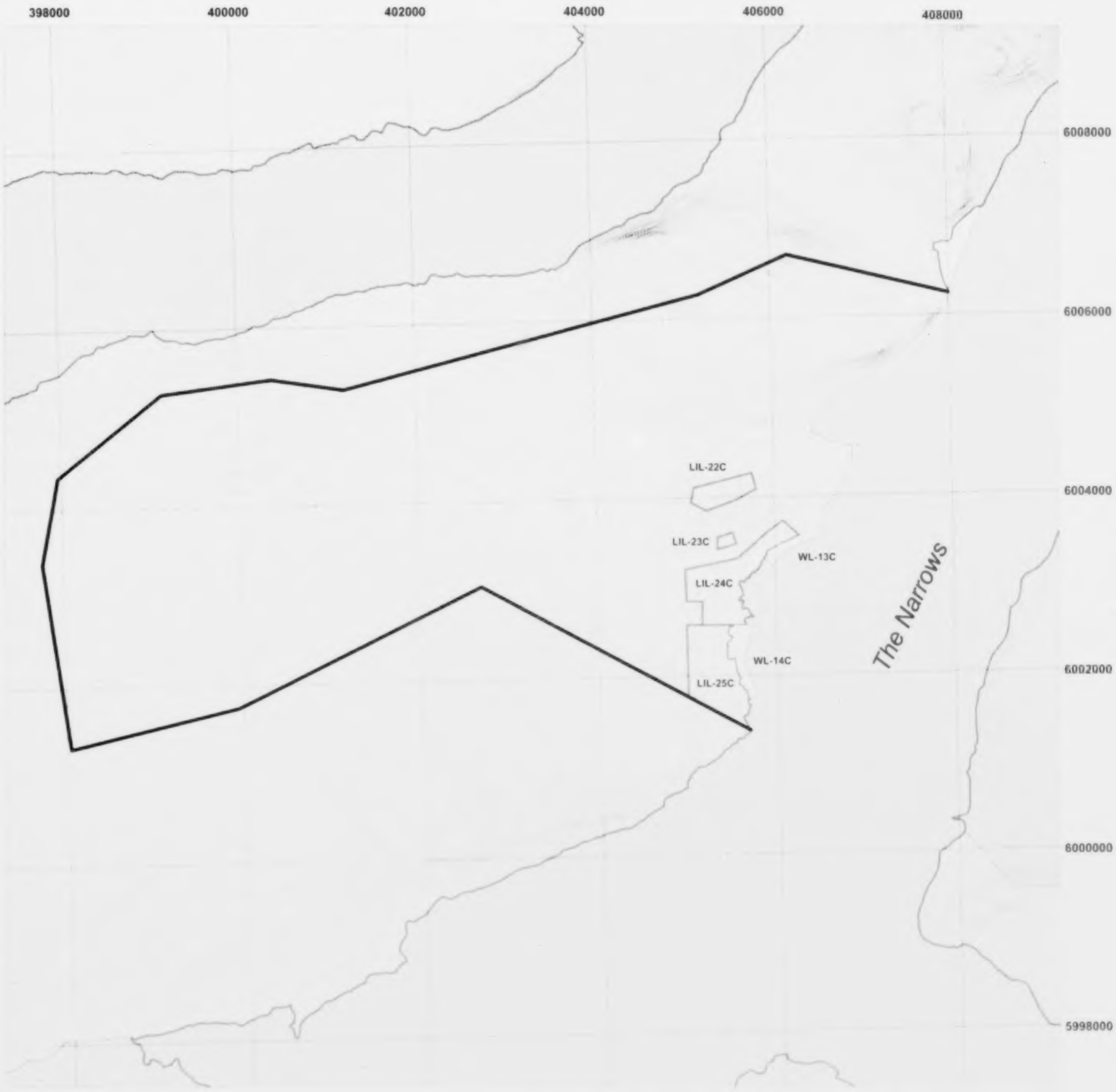
APPENDIX B-5
Inuit Community of Rigolet

Part 1 Map of the Inuit Community of Rigolet 437

Part 2 Boundary description of the Inuit Community of Rigolet 439

Part 3 Description of Labrador Inuit Lands within the Inuit Community of Rigolet 441

Part 4 Description of Water Lots adjacent to Inuit Community of Rigolet 447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LIL-22C
LIL-23C
LIL-24C
LIL-25C
WL-13C
WL-14C
The Narrows

Labrador Inuit Land Claims Agreement

Appendix
B-5 Part 1
Rigolet

This is not an authoritative map of the Inuit Community of Rigolet and has been prepared for illustrative purposes only. The authoritative map of the Inuit Community of Rigolet is contained in the Map Atlas.

legend

- rivers
- elevation contours
- water
- ☐ Inuit Community of Rigolet Zone
- Specified Material Lands
- Water Lots
- ☐ Labrador Inuit Lands
- Labrador Inuit Settlement Area

Nunavut
Québec
Labrador
Labrador Sea

0 1 2
kilometres

scale
1 : 65,000

N

APPENDIX B-5
Inuit Community of Rigolet

Part 2
Boundary Description of the Inuit Community of Rigolet

The Inuit Community of Rigolet comprises that parcel of land in Newfoundland and Labrador that is bounded as follows:

Beginning at the point on the Shoreline of Hamilton Inlet (The Narrows) which is closest to Grid Coordinate N6,006,243 E407,999;

Thence westerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,006,699 E406,193;

Thence southwesterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,006,271 E405,190;

Thence westerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,005,289 E401,190;

Thence westerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,005,419 E400,381;

Thence westerly in a straight line to a point having Grid Coordinate N6,005,274 E399,141;

Thence southwesterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,004,359 E397,961;

Thence southerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,003,395 E397,764;

Thence southerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,001,320 E398,041;

Thence easterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,001,745 E399,940;

Thence northeasterly in a straight line to a point having Grid Coordinate N6,003,050 E402,690;

Thence southeasterly in a straight line to the most easterly point of Strathcona Point on the Shoreline of Hamilton Inlet which is in the vicinity of Map Scale Coordinate N6,001,387 E405,679;

Thence in a general northerly direction following the Shoreline to the point of commencement.

Unless otherwise specified all values are scaled based on the digital National Topographic Series of maps (1:50,000) and being referenced to grid north of the North American Datum 1983 (NAD83) and to the meridian of fifty-seven degrees (57°) west longitude, zone twenty-one (21), of the Universal Transverse Mercator Projection.

APPENDIX B-5
Inuit Community of Rigolet

Part 3
Description of Labrador Inuit Lands within the Inuit Community of Rigolet

LIL-22C 442
LIL-23C 443
LIL-24C 444
LIL-25C 445

PARCEL LIL-22C

Labrador Inuit Lands parcel LIL-22C comprises that parcel of land within the Inuit Community of Rigolet, in Newfoundland and Labrador, that is bounded as follows:

Beginning at a corner of Public Works Canada Crown Lease No. 106753[20] which is in the vicinity of Map Scale Coordinate N6,004,929 E308,505;

Thence southwesterly in a straight line to the point having Grid Coordinate N6,004,806 E308,282;

Thence southwesterly in a straight line to the point having Grid Coordinate N6,004,683 E307,948;

Thence northwesterly in a straight line to the point having Grid Coordinate N6,004,772 E307,773;

Thence northerly in a straight line to the point having Grid Coordinate N6,004,939 E307,807;

Thence westerly in a straight line to the point being on said Crown Lease which is closest to Grid Coordinate N6,005,108 E308,457;

Thence southerly in a straight line following said Crown Lease boundary to the point of commencement;

Containing an area of approximately 173,800 square metres (207,865 square yards) and shown on the map illustrated in appendix B-5 part 1.

Unless otherwise specified all values are scaled based on the digital Provincial Topographic Series of maps (1:2,500) and being referenced to grid north of the North American Datum 1983 (NAD83) and to the meridian of fifty eight degrees thirty minutes (58û30ıı) west longitude, zone three (3) of the Modified Transverse Mercator projection.

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[20] A copy of Public Works Canada Crown Lease No. 106753 is recorded in the Crown Lands Registry at St. John's, Newfoundland and Labrador.

PARCEL LIL-23C

Labrador Inuit Lands parcel LIL-23C comprises that parcel of land within the Inuit Community of Rigolet, in Newfoundland and Labrador, that is bounded as follows:

Beginning at the point having Grid Coordinate N6,004,312 E308,285;

Thence westerly in a straight line to the point having Grid Coordinate N6,004,253 E308,074;

Thence due north to the point having Grid Coordinate N6,004,386 E308,074;

Thence easterly in a straight line to the point having Grid Coordinate N6,004,440 E308,246;

Thence southerly in a straight line to the point of commencement;

Containing an area of approximately 26,000 square metres (31,096 square yards) and shown on the map illustrated in appendix B-5 part 1.

Unless otherwise specified all values are scaled based on the digital Provincial Topographic Series of maps (1:2,500) and being referenced to grid north of the North American Datum 1983 (NAD83) and to the meridian of fifty eight degrees thirty minutes (58û30ï) west longitude, zone three (3) of the Modified Transverse Mercator projection.

PARCEL LIL-24C

Labrador Inuit Lands parcel LIL-24C comprises that parcel of land within the Inuit Community of Rigolet, in Newfoundland and Labrador, that is bounded as follows:

Beginning at the point on the Shoreline of The Narrows (Hamilton Inlet) which is closest to Grid Coordinate N6,003,404 E308,387;

Thence due west to the point having Grid Coordinate N6,003,404 E307,903;

Thence northerly in a straight line to the point having Grid Coordinate N6,003,666 E307,906;

Thence due west to the point having Grid Coordinate N6,003,666 E307,723;

Thence northerly in a straight line to the point having Grid Coordinate N6,004,024 E307,713;

Thence easterly in a straight line to the point having Grid Coordinate N6,004,150 E308,300;

Thence northeasterly in a straight line to the point having Grid Coordinate N6,004,464 E308,653;

Thence northeasterly in a straight line to the point having Grid Coordinate N6,004,577 E308,811;

Thence southeasterly in a straight line to the point on the Shoreline of The Narrows (Hamilton Inlet) which is closest to Grid Coordinate N6,004,409 E308,989;

Thence in a general southwesterly direction following the Shoreline to the point of commencement;

Containing an area of approximately 547,000 square metres (654,212 square yards) and shown on the map illustrated in appendix B-5 part 1.

Unless otherwise specified all values are scaled based on the digital Provincial Topographic Series of maps (1:2,500) and being referenced to grid north of the North American Datum 1983 (NAD83) and to the meridian of fifty eight degrees thirty minutes (58û30ıì) west longitude, zone three (3) of the Modified Transverse Mercator projection.

PARCEL LIL-25C

Labrador Inuit Lands parcel LIL-25C comprises that parcel of land within the Inuit Community of Rigolet, in Newfoundland and Labrador, that is bounded as follows:

Beginning at the most easterly point of Strathcona Point on the western Shoreline of Hamilton Inlet and being a corner of parcel LIL-21 which is closest to Grid Coordinate N6,001,387 E405,679;

Thence northwesterly in a straight line following said boundary to the point which is closest to Grid Coordinate N6,001,770 E404,992;

Thence due north to the point having Grid Coordinate N6,002,580 E404,992;

Thence easterly in a straight line to the point being a corner of parcel LIL-24C having Grid Coordinate N6,002,576 E405,164;

Thence easterly in a straight line following said boundary to the point on the Shoreline which is in the vicinity of Map Scale Coordinate N6,002,569 E405,524;

Thence in a general southerly direction following the Shoreline to the point of commencement;

Containing an area of approximately 549,900 square metres (657,680 square yards) and shown on the map illustrated in appendix B-5 part 1.

Unless otherwise specified all values are scaled based on the digital National Topographic Series of maps (1:50,000) and being referenced to grid north of the North American Datum 1983 (NAD83) and to the meridian of fifty-seven degrees (57°) west longitude, zone twenty-one (21), of the Universal Transverse Mercator Projection.

APPENDIX B-5
Inuit Community of Rigolet

Part 4
Description of Water Lots adjacent to the Inuit Community of Rigolet

WL-13C 448
WL-14C 449

PARCEL WL-13C

Water Lot parcel WL-13C comprises that parcel of land in Newfoundland and Labrador and Canada that is bounded as follows:

Beginning at the point on the Shoreline of The Narrows (Hamilton Inlet) which is closest to Grid Coordinate N6,004,542 E309,226;

Thence southeasterly in a straight line to the point offshore having Grid Coordinate N6,004,458 E309,295;

Thence southwesterly in a straight line to the point offshore having Grid Coordinate N6,004,392 E309,177;

Thence southwesterly in a straight line to the point offshore having Grid Coordinate N6,004,258 E308,875;

Thence southwesterly in a straight line to the point offshore having Grid Coordinate N6,004,081 E308,687;

Thence northwesterly in a straight line to the point on the Shoreline of The Narrows (Hamilton Inlet) which is closest to Grid Coordinate N6,004,157 E308,601;

Thence in a general northeasterly direction following the Shoreline to the point of commencement;

Containing an area of approximately 204,300 square metres (244,343 square yards) and shown on the map illustrated in appendix B-5 part 1.

Unless otherwise specified all values are scaled based on the digital Provincial Topographic Series of maps (1:2,500) and being referenced to grid north of the North American Datum 1983 (NAD83) and to the meridian of fifty eight degrees thirty minutes (58û30ï) west longitude, zone three (3) of the Modified Transverse Mercator projection.

PARCEL WL-14C

Water Lot parcel WL-14C comprises that parcel of land in Newfoundland and Labrador and Canada that is bounded as follows:

Beginning at the point on the Shoreline of The Narrows (Hamilton Inlet) which is closest to Grid Coordinate N6,002,569 E405,524;

Thence easterly in a straight line to the point offshore having Grid Coordinate N6,002,565 E405,730;

Thence southerly in a straight line to the point offshore having Grid Coordinate N6,002,158 E405,619;

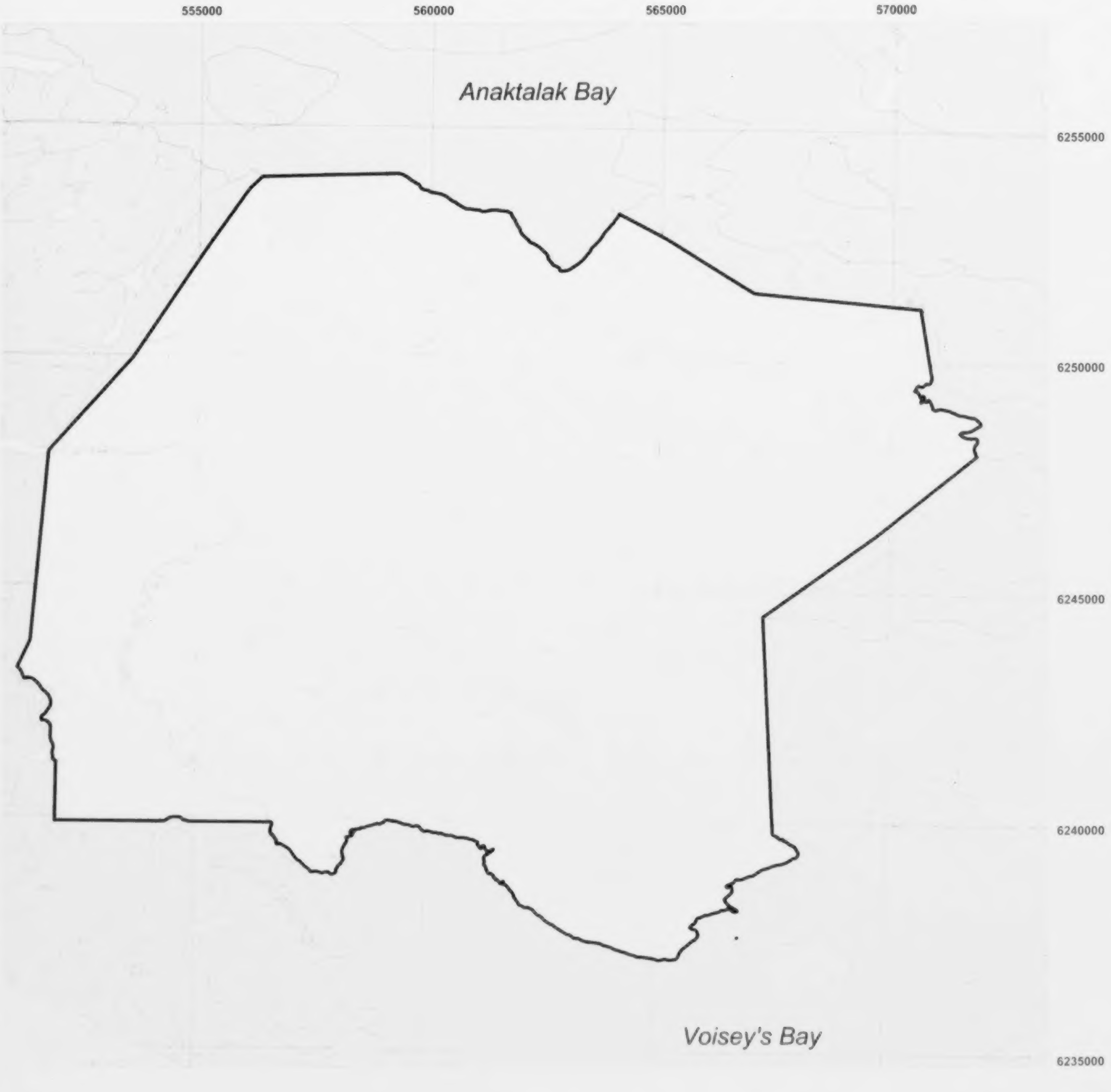
Thence southerly in a straight line to the point offshore having Grid Coordinate N6,001,773 E405,765;

Thence southwesterly in a straight line to the point on the Shoreline of The Narrows (Hamilton Inlet) which is closest to Grid Coordinate N6,001,741 E405,679;

Thence in a general northerly direction following the Shoreline to the point of commencement;

Containing an area of approximately 129,500 square metres (154,882 square yards) and shown on the map illustrated in appendix B-5 part 1.

Unless otherwise specified all values are scaled based on the digital National Topographic Series of maps (1:50,000) and being referenced to grid north of the North American Datum 1983 (NAD83) and to the meridian of fifty-seven degrees (57°) west longitude, zone twenty-one (21), of the Universal Transverse Mercator Projection.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6245000
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Anaktalak Bay
Voisey's Bay

Labrador Inuit Land Claims Agreement

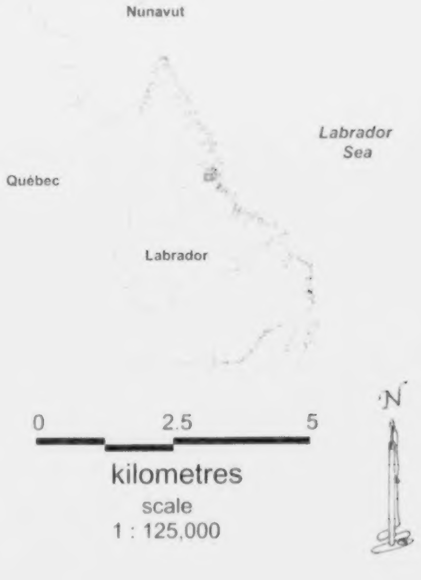
Appendix C-1

Voisey's Bay Area

This is not an authoritative map of the Voisey's Bay Area and has been prepared for illustrative purposes only. The authoritative maps of the Voisey's Bay Area are contained in the Map Atlas.

legend

- ☐ Voisey's Bay Area
- Labrador Inuit Lands
- Labrador Inuit Settlement Area (land and Waters)
- Labrador Inuit Settlement Area (Zone)


Nunavut
Labrador Sea
Québec
Labrador
N
0
2.5
5
kilometres
scale
1 : 125,000

APPENDIX C-2

Boundary description of the Voisey's Bay Area

The Voisey's Bay Area comprises that parcel of land in Newfoundland and Labrador that is bounded as follows:

Beginning at the intersection point of the Shoreline of Voisey's Bay with the northeastern Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,239,790 E567,566;

Thence northerly in a straight line to the intersection point of the Shoreline of Kangeklualuk Bay with the eastern Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,244,484 E567,290;

Thence northeasterly in a straight line to the point on the Shoreline of Kangeklualuk Bay which is closest to Grid Coordinate N6,245,104 E568,136;

Thence northeasterly in a straight line to the Summit of a Hill which is in the vicinity of Map Scale Coordinate N6,246,253 E569,703;

Thence northeasterly in a straight line to the point on the Shoreline of Kangeklukuk Bay which is closest to Grid Coordinate N6,248,020 E571,867;

Thence in a general northwesterly direction following the Shoreline of Kangeklukuk Bay to the intersection point with the western Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,249,680 E570,872;

Thence northerly in a straight line to the intersection point of the Bank of an unnamed pond with the northern Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,251,172 E570,605;

Thence westerly in a straight line to the intersection point of the Bank of an unnamed pond with the northern Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,251,482 E566,999;

Thence northwesterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,252,633 E565,092;

Thence northwesterly in a straight line to the point on the Shoreline of Anaktalak Bay which is closest to Grid Coordinate N6,253,160 E564,057;

Thence in a general westerly direction following the Shoreline to the point which is closest to Grid Coordinate N6,253,976 E559,254;

Thence westerly in a straight line to the point on the Shoreline of Anaktalak Bay (Edwards Cove) which is closest to Grid Coordinate N6,253,879 E556,343;

Thence southwesterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,253,621 E556,077;

Thence southwesterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,252,330 E555,169;

Thence southwesterly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,249,950 E553,599;

Thence southwesterly in a straight line to the point being south of Reid Brook having Grid Coordinate N6,247,899 E551,778;

Thence southerly in a straight line to the Summit of the Hill which is in the vicinity of Map Scale Coordinate N6,243,784 E551,411;

Thence southerly in a straight line to the point being 100 metres from the northeastern Bank of Ikadlivik Brook which is closest to Grid Coordinate N6,243,202 E551,135;

Thence in a general southerly direction maintaining a 100 metre buffer from said Bank to the point which is closest to Grid Coordinate N6,241,208 E551,926;

Thence southeasterly in a straight line to the intersection point of the Bank of an unnamed pond with the eastern Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,241,165 E551,992;

Thence southerly in a straight line to the point being east of Ikadlivik Brook having Grid Coordinate N6,239,883 E551,980;

Thence easterly in a straight line to the point being 100 metres from the northern Bank of Ikadlivik Brook which is closest to Grid Coordinate N6,239,892 E554,366;

Thence in a general easterly direction maintaining a 100 metre buffer from said Bank to the point which is closest to Grid Coordinate N6,239,894 E554,881;

Thence easterly in a straight line to the point on the western Bank of Reid Brook which is closest to Grid Coordinate N6,239,900 E556,681;

Thence in a general southerly direction following the western Bank of Reid Brook to the intersection point with the southern Bank of an unnamed stream which is in the vicinity of Map Scale Coordinate N6,239,428 E556,807;

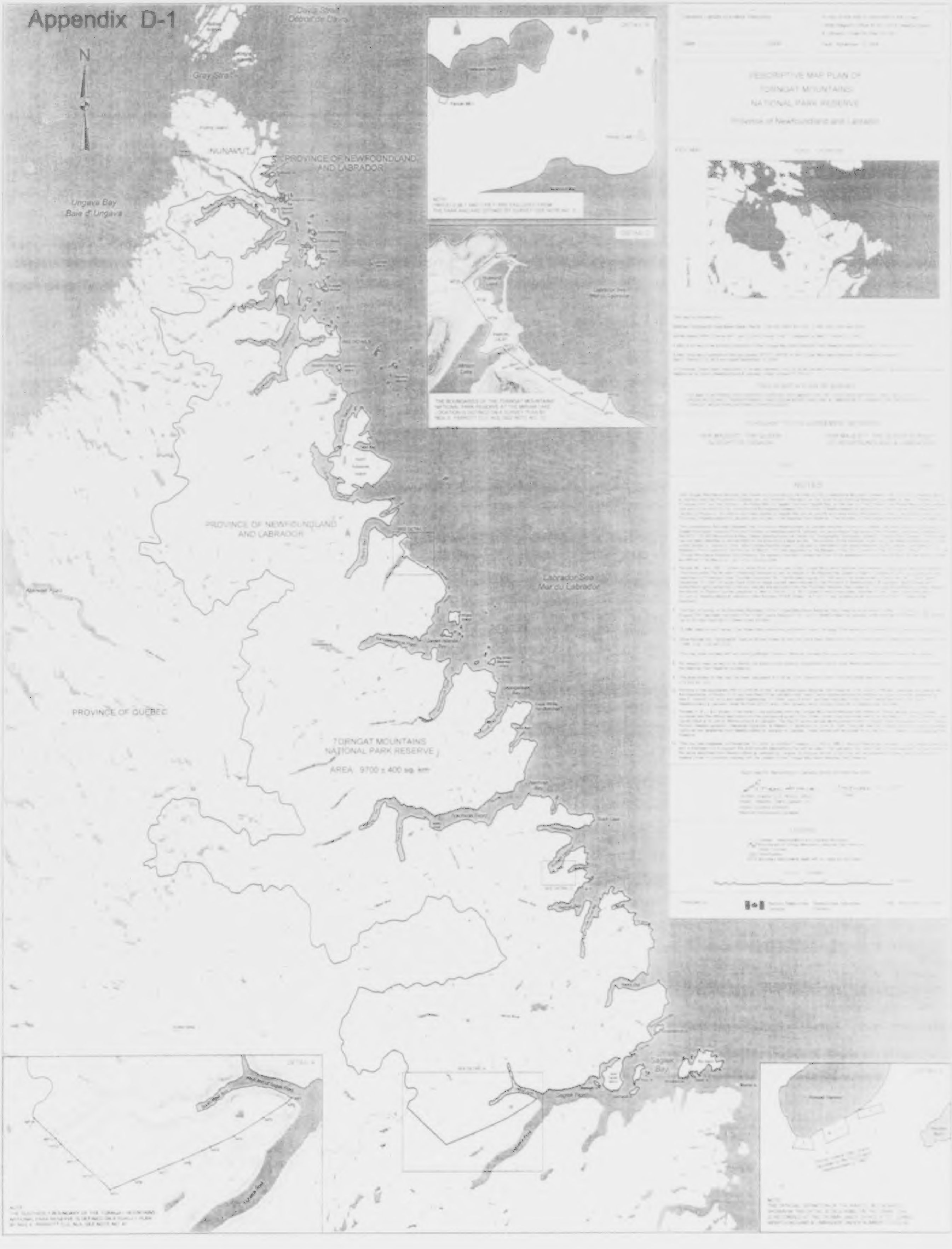
Thence easterly in a straight line to a point on the eastern Bank of Reid Brook which is closest to Grid Coordinate N6,239,433 E556,892;

Thence in a general easterly direction following the eastern Bank of Reid Brook and Shoreline of Voisey's Bay to the point of commencement;

Containing an area of approximately 230 square kilometres (88.78 square miles) and shown on the map illustrated in appendix C-1.

Unless otherwise specified all values are scaled based on the digital National Topographic Series of maps (1:50,000) and being referenced to grid north of the North American Datum 1983 (NAD83) and to the meridian of sixty-three degrees (63°) west longitude, zone twenty (20), of the Universal Transverse Mercator Projection.

Appendix D-1


N
Davis Strait
Détroit de Davis
Gray Strait
NUNAVUT
PROVINCE OF NEWFOUNDLAND
AND LABRADOR
Ungava Bay
Baie d' Ungava
PROVINCE OF NEWFOUNDLAND
AND LABRADOR
PROVINCE OF QUEBEC
Labrador Sea
Mer du Labrador
TORNGAT MOUNTAINS
NATIONAL PARK RESERVE
AREA: 9700 ± 400 sq. km
Saglek
Bay
DETAIL B
DETAIL C
DETAIL A
DESCRIPTIVE MAP PLAN OF
TORNGAT MOUNTAINS
NATIONAL PARK RESERVE
Province of Newfoundland and Labrador
KEY MAP
NOTES
THE BOUNDARIES OF THE TORNGAT MOUNTAINS NATIONAL PARK RESERVE AT THE ...
LEGEND

APPENDIX D-2

Description of the Torngat Mountains National Park Reserve of Canada

All that parcel of land in Newfoundland and Labrador shown on a descriptive map plan, prepared by Natural Resources Canada and dated November 15, 2004 which is recorded in the Crown Lands Registry Office at St. John's, Newfoundland and Labrador, under number SP 367 and a copy of which is attached as appendix D-1.

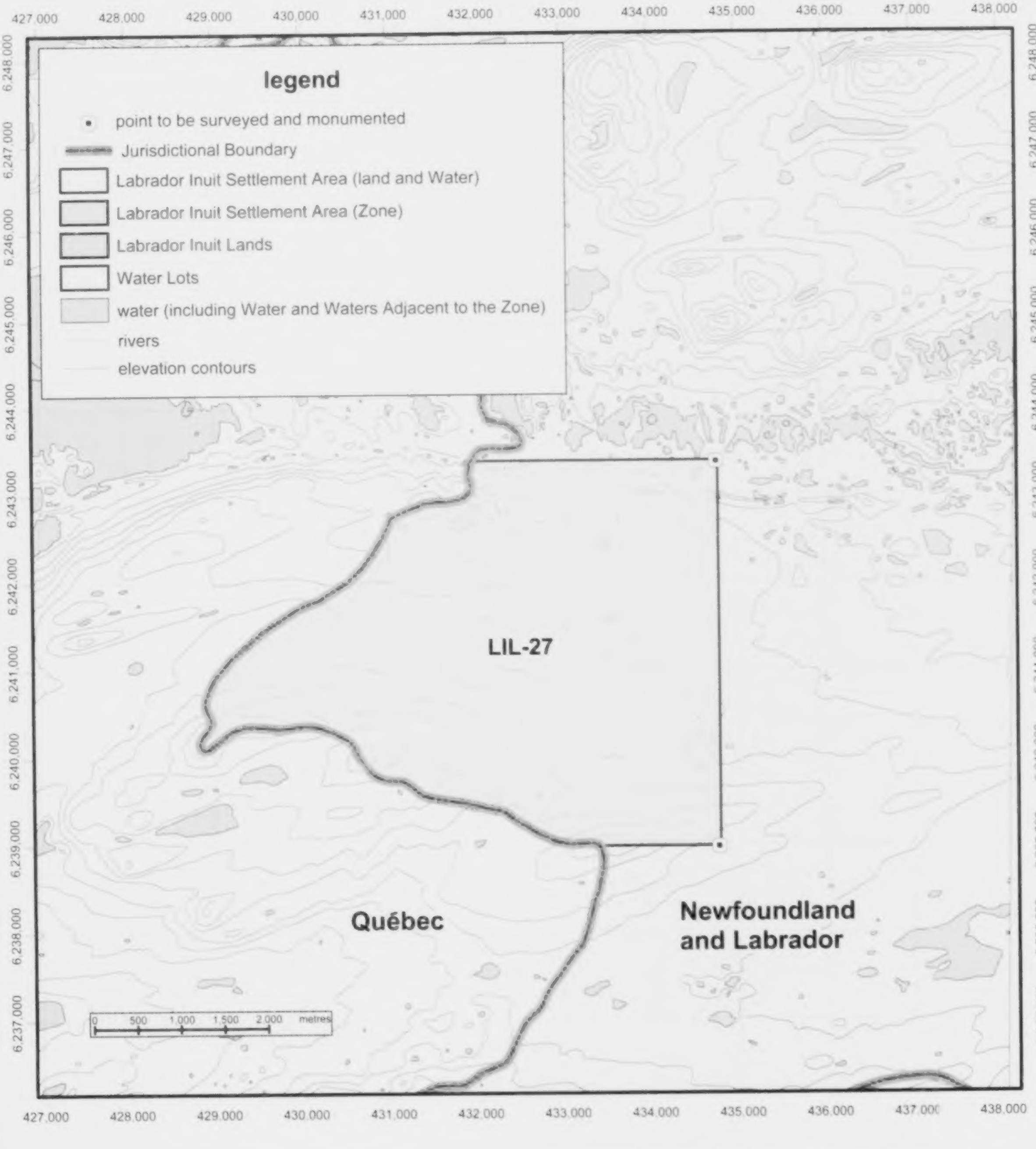
The Torngat Mountains National Park Reserve of Canada contains an area of approximately 9,700 square kilometres.

APPENDIX E-1
Lands to be surveyed

Area 1	Strange Lake
Area 2	Makkovik
Area 3	Winter Trail South of Postville
Area 4	Mulligan
Area 5	Coley's Point
Area 6	Charlie's Point
Area 7	English River
Area 8	Ptarmigan Trail
Area 9	Flat Waters Pond
Area 10	Snooks Cove
Area 11	Broomfield's Bight
Area 12	The Strand
Area 13	East of Rabbit Point
Area 14	Nain
Area 15	Hopedale
Area 16	Postville
Area 17	Makkovik
Area 18	Rigolet

Appendix E-1
Lands to be surveyed

Area 1 - Strange Lake


legend
point to be surveyed and monumented
Jurisdictional Boundary
Labrador Inuit Settlement Area (land and Water)
Labrador Inuit Settlement Area (Zone)
Labrador Inuit Lands
Water Lots
water (including Water and Waters Adjacent to the Zone)
rivers
elevation contours
LIL-27
Québec
Newfoundland and Labrador
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428,000
429,000
430,000
431,000
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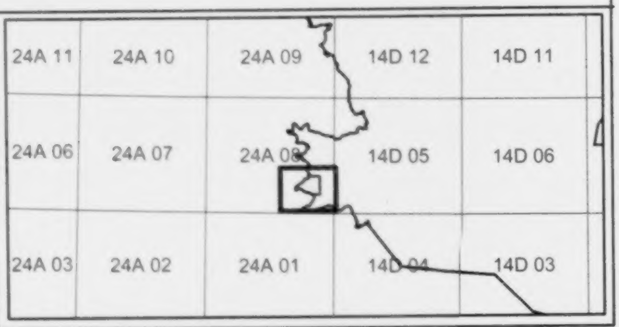
6,240,000
6,239,000
6,238,000
6,237,000

The two points identified on Labrador Inuit Lands parcel LIL-27 on the map above shall be surveyed and monumented, and a description of parcel LIL-27 shall be prepared based on these monuments and the Jurisdictional Boundary.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24A 06
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24A 08
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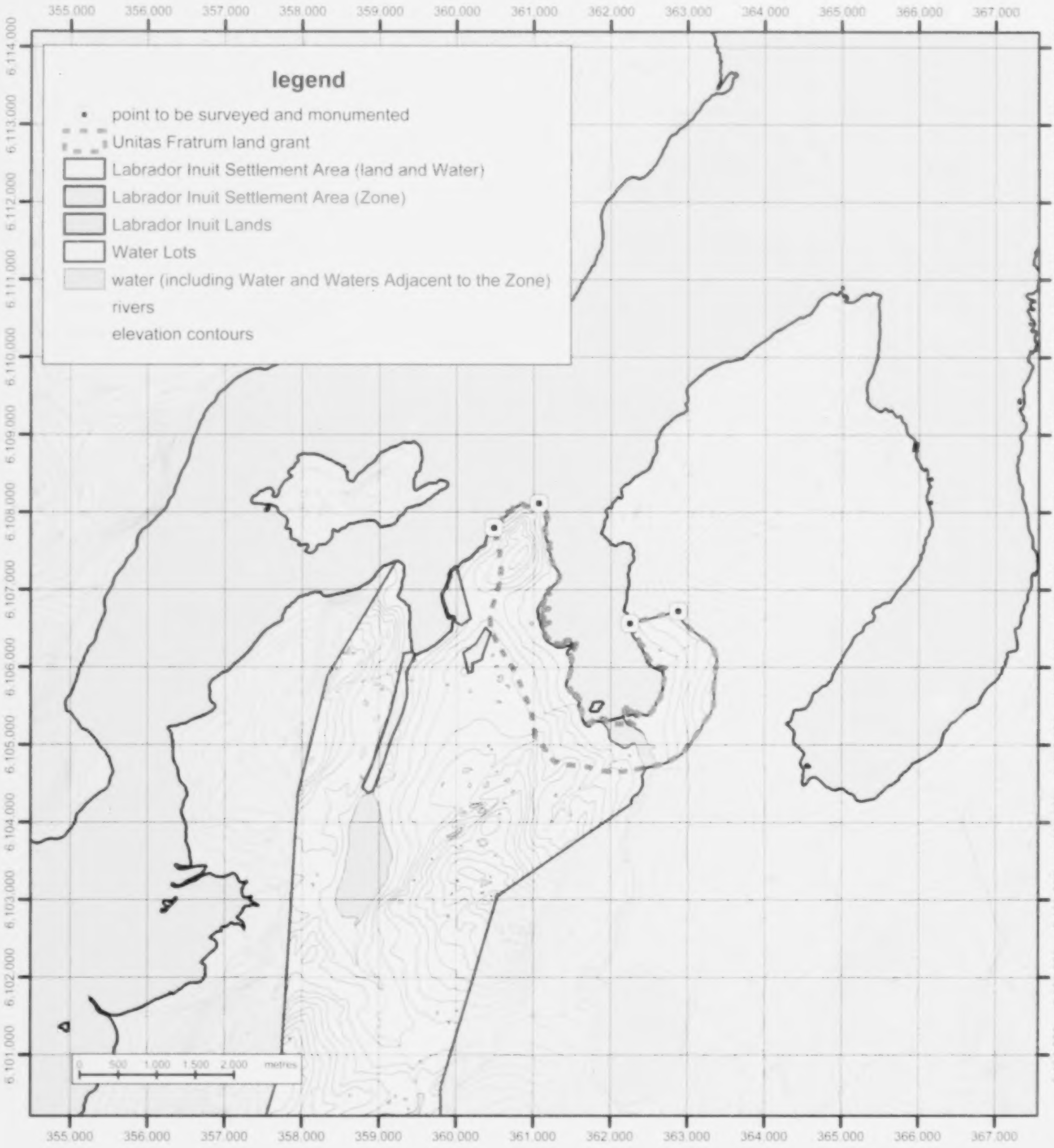
24A 02
24A 01
14D 04
14D 03

Appendix E-1
Lands to be surveyed

Area 2 - Makkovik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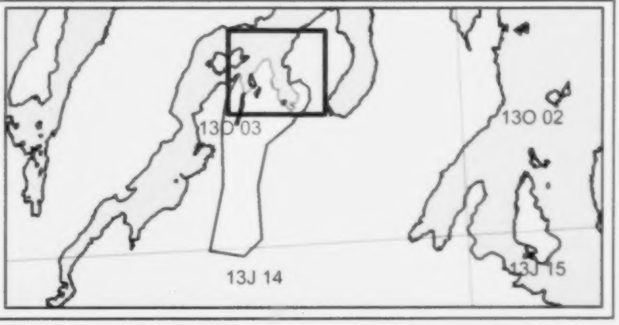
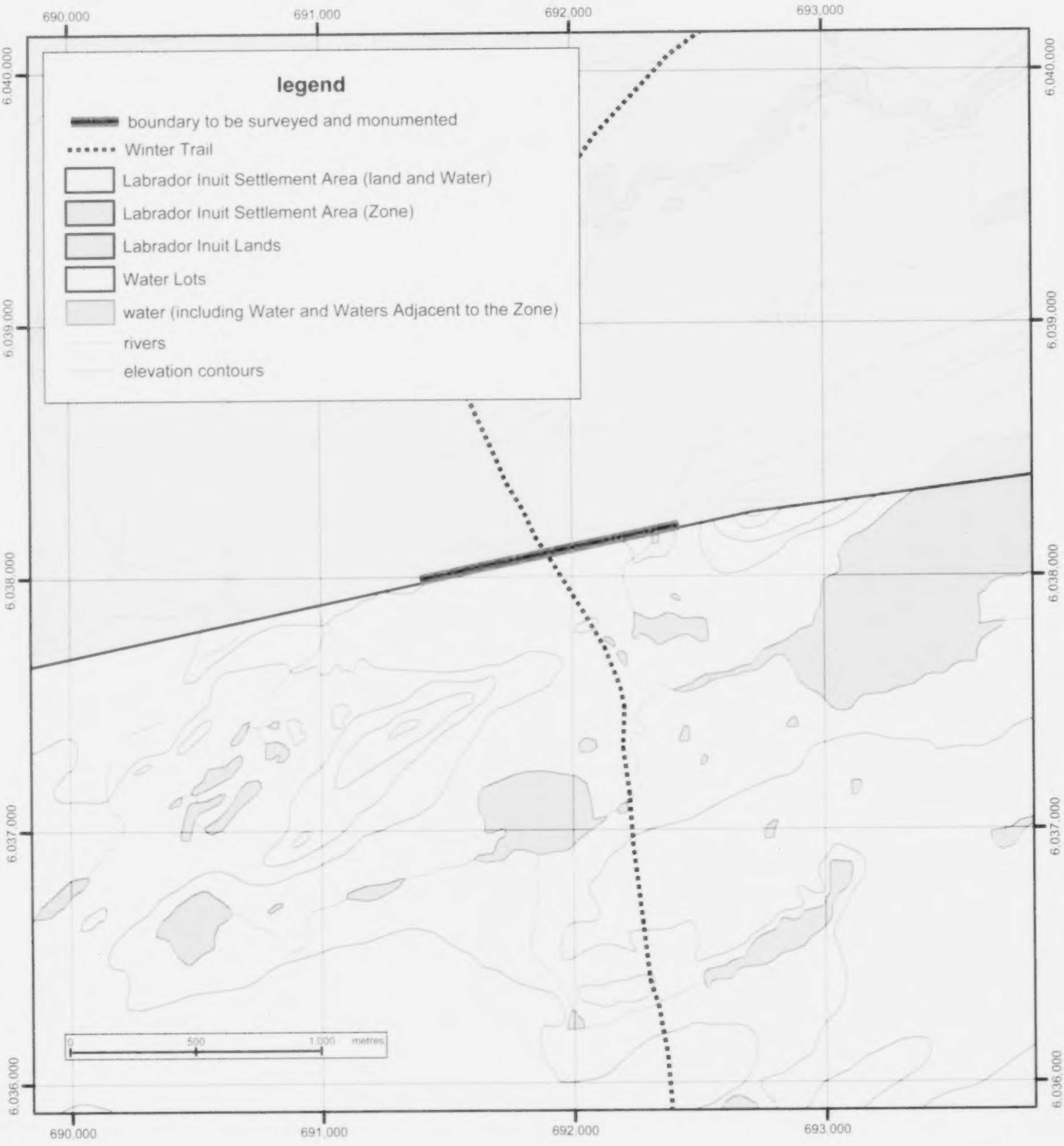
6.113.000
6.112.000
6.111.000
6.110.000
6.109.000
6.108.000
6.107.000
6.106.000
6.105.000
6.104.000
6.103.000
6.102.000
6.101.000
legend
• point to be surveyed and monumented
Unitas Fratrum land grant
Labrador Inuit Settlement Area (land and Water)
Labrador Inuit Settlement Area (Zone)
Labrador Inuit Lands
Water Lots
water (including Water and Waters Adjacent to the Zone)
rivers
elevation contours
0 500 1.000 1.500 2.000 metres

The four points for delineating the Unitas Fratrum Grant (vol. 64A fol. 125) identified on the map above shall be surveyed and monumented.

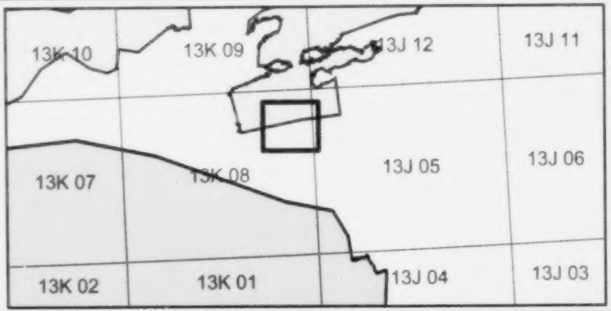

13O 03
13O 02
13J 14
13J 15

Appendix E-1
Lands to be surveyed

Area 3 - Winter Trail South of Postville

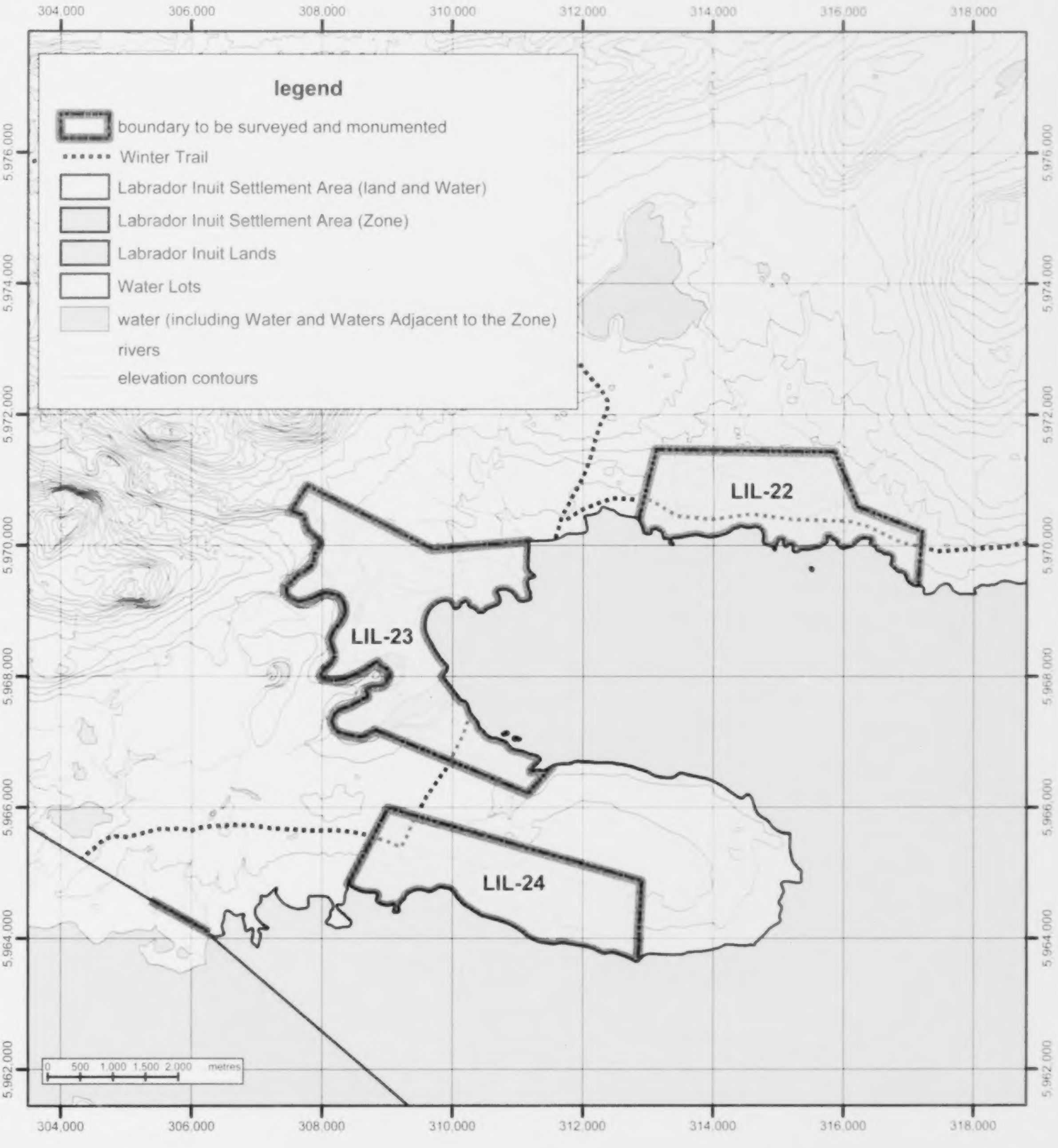

legend
boundary to be surveyed and monumented
Winter Trail
Labrador Inuit Settlement Area (land and Water)
Labrador Inuit Settlement Area (Zone)
Labrador Inuit Lands
Water Lots
water (including Water and Waters Adjacent to the Zone)
rivers
elevation contours
690,000
691,000
692,000
693,000
6,040,000
6,039,000
6,038,000
6,037,000
6,036,000
0
500
1,000
metres

The 1 kilometre section (500 metres on each side of the Winter Trail) along the boundary of Labrador Inuit Lands identified on the map above shall be surveyed, monumented and identified by a cut line.


13K 10
13K 09
13J 12
13J 11
13K 07
13K 08
13J 05
13J 06
13K 02
13K 01
13J 04
13J 03

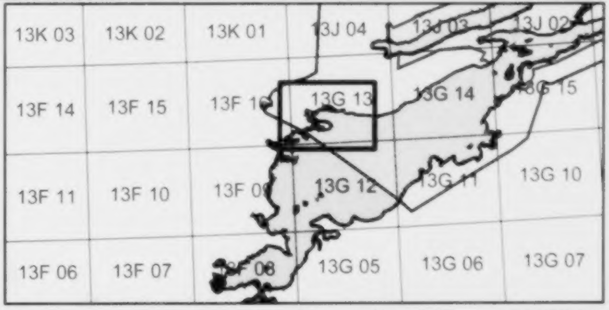
Appendix E-1
Lands to be surveyed

Area 4 - Mulligan


legend
boundary to be surveyed and monumented
Winter Trail
Labrador Inuit Settlement Area (land and Water)
Labrador Inuit Settlement Area (Zone)
Labrador Inuit Lands
Water Lots
water (including Water and Waters Adjacent to the Zone)
rivers
elevation contours
LIL-22
LIL-23
LIL-24
304.000
306.000
308.000
310.000
312.000
314.000
316.000
318.000
5.976.000
5.974.000
5.972.000
5.970.000
5.968.000
5.966.000
5.964.000
5.962.000
0 500 1.000 1.500 2.000 metres

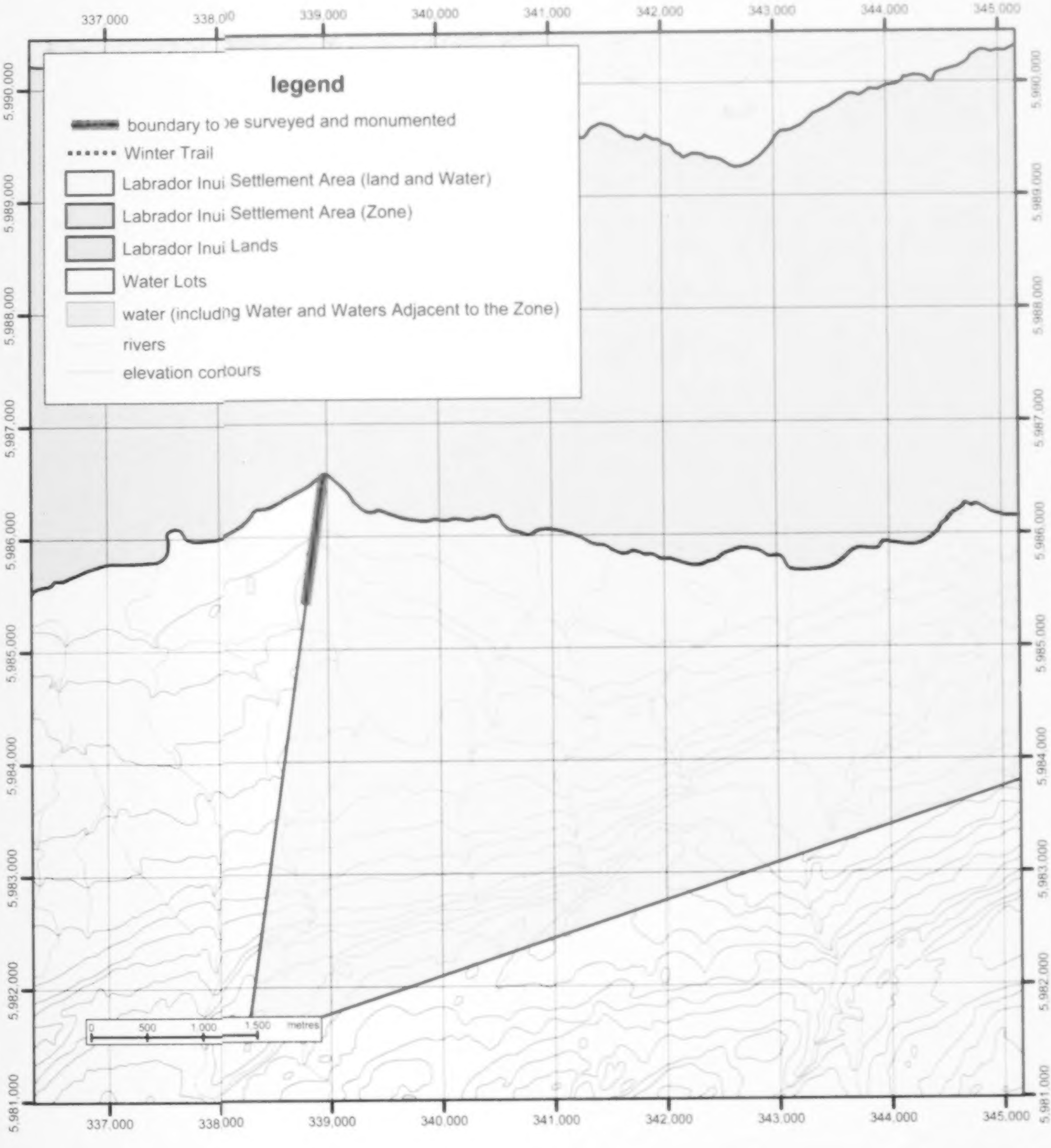
The three Labrador Inuit Lands parcels LIL-22, LIL-23 and LIL-24, identified on the map above, shall be surveyed and monumented

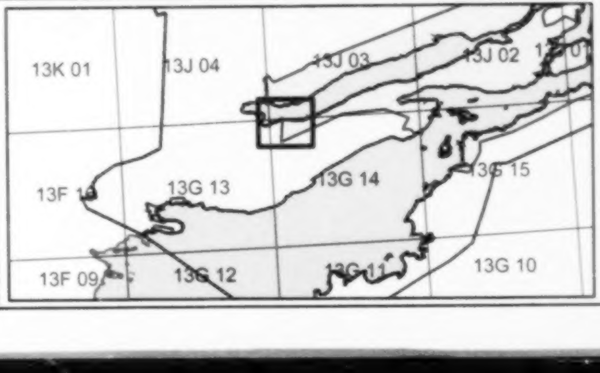
The 1 kilometre section (inland from the Shoreline) along the boundary of the Labrador Inuit Settlement Area, identified on the map above, shall be surveyed, monumented and identified by a cut line.


13K 03
13K 02
13K 01
13J 04
13J 03
13J 02
13F 14
13F 15
13F 16
13G 13
13G 14
13G 15
13F 11
13F 10
13F 09
13G 12
13G 11
13G 10
13F 06
13F 07
13F 08
13G 05
13G 06
13G 07

Appendix E-1
Lands to be surveyed

Area 5 - Coley's Point

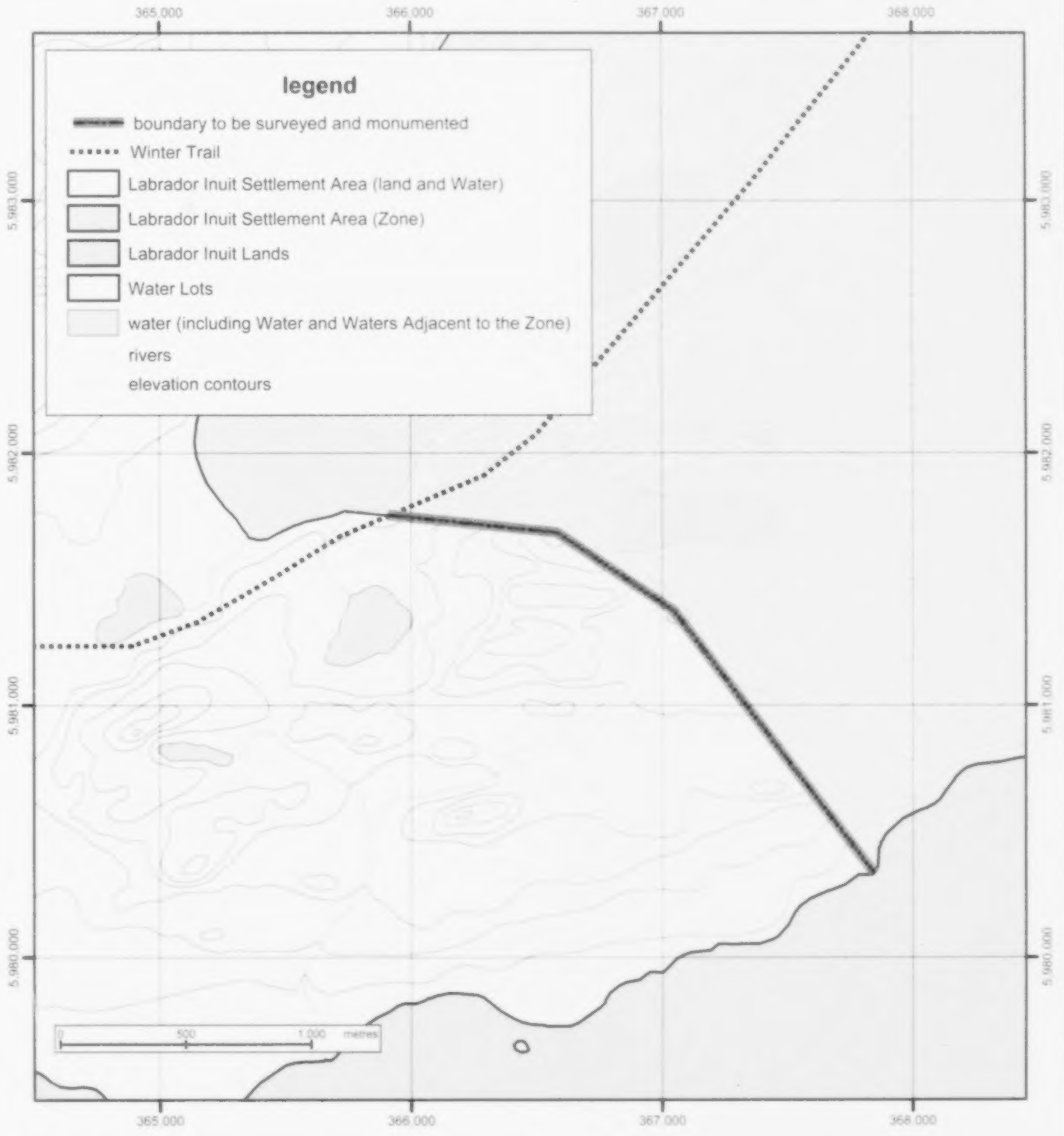

legend
boundary to be surveyed and monumented
Winter Trail
Labrador Inui Settlement Area (land and Water)
Labrador Inui Settlement Area (Zone)
Labrador Inui Lands
Water Lots
water (including Water and Waters Adjacent to the Zone)
rivers
elevation contours
0 500 1,000 1,500 metres
337,000
338,000
339,000
340,000
341,000
342,000
343,000
344,000
345,000
5,990,000
5,989,000
5,988,000
5,987,000
5,986,000
5,985,000
5,984,000
5,983,000
5,982,000
5,981,000


13K 01
13J 04
13J 03
13J 02
13J 01
13F 16
13G 13
13G 14
13G 15
13F 09
13G 12
13G 11
13G 10

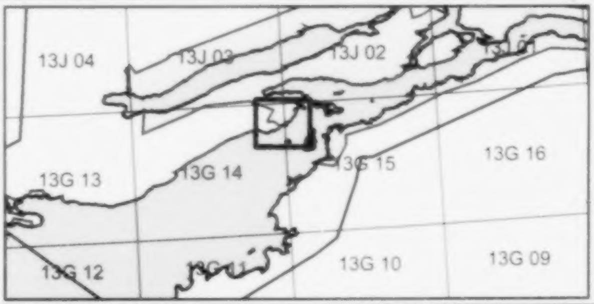
The 1 kilometre section (inland from the Shoreline) along the boundary of Labrador Inuit Lands identified on the map above shall be surveyed, monumented and identified by a cut line.

Appendix E-1
Lands to be surveyed

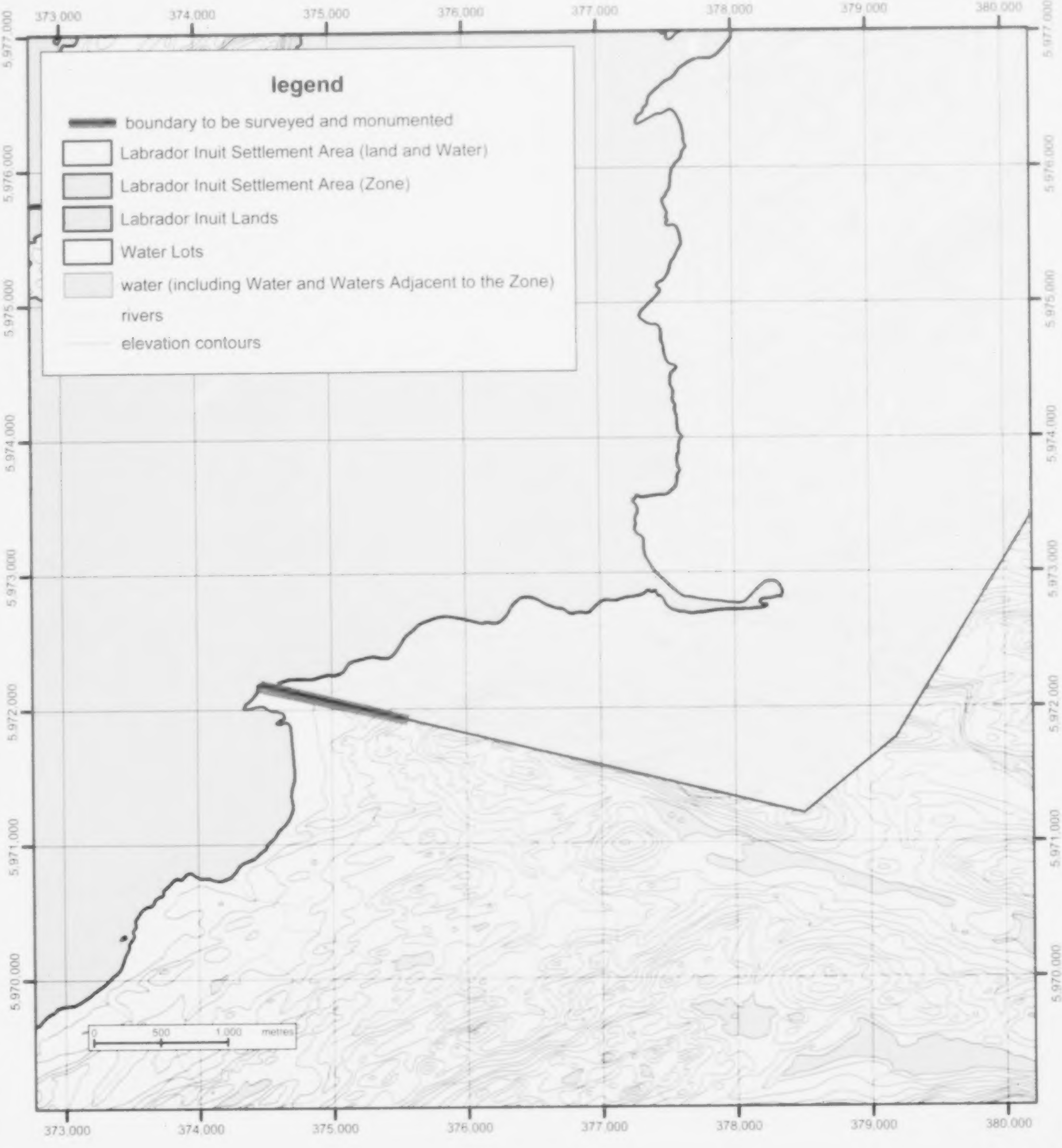
Area 6 - Charlie's Point


365,000
366,000
367,000
368,000
5,983,000
5,982,000
5,981,000
5,980,000
legend
boundary to be surveyed and monumented
Winter Trail
Labrador Inuit Settlement Area (land and Water)
Labrador Inuit Settlement Area (Zone)
Labrador Inuit Lands
Water Lots
water (including Water and Waters Adjacent to the Zone)
rivers
elevation contours
0
500
1,000
metres

The section (between the Shoreline and the Winter Trail) along the boundary of Labrador Inuit Lands identified on the map above shall be surveyed, monumented and identified by a cut line.


13J 04
13J 03
13J 02
13J 01
13G 13
13G 14
13G 15
13G 16
13G 12
13G 11
13G 10
13G 09

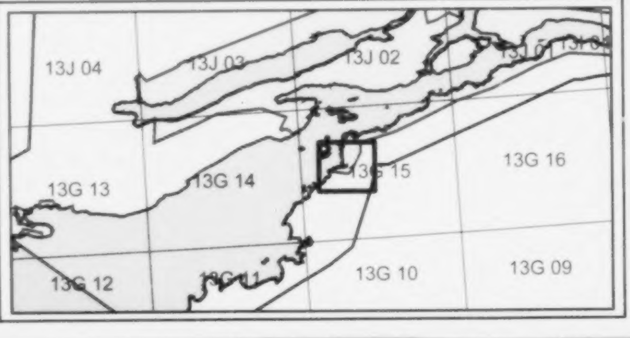
Appendix E-1
Lands to be surveyed



Area 7 - English River

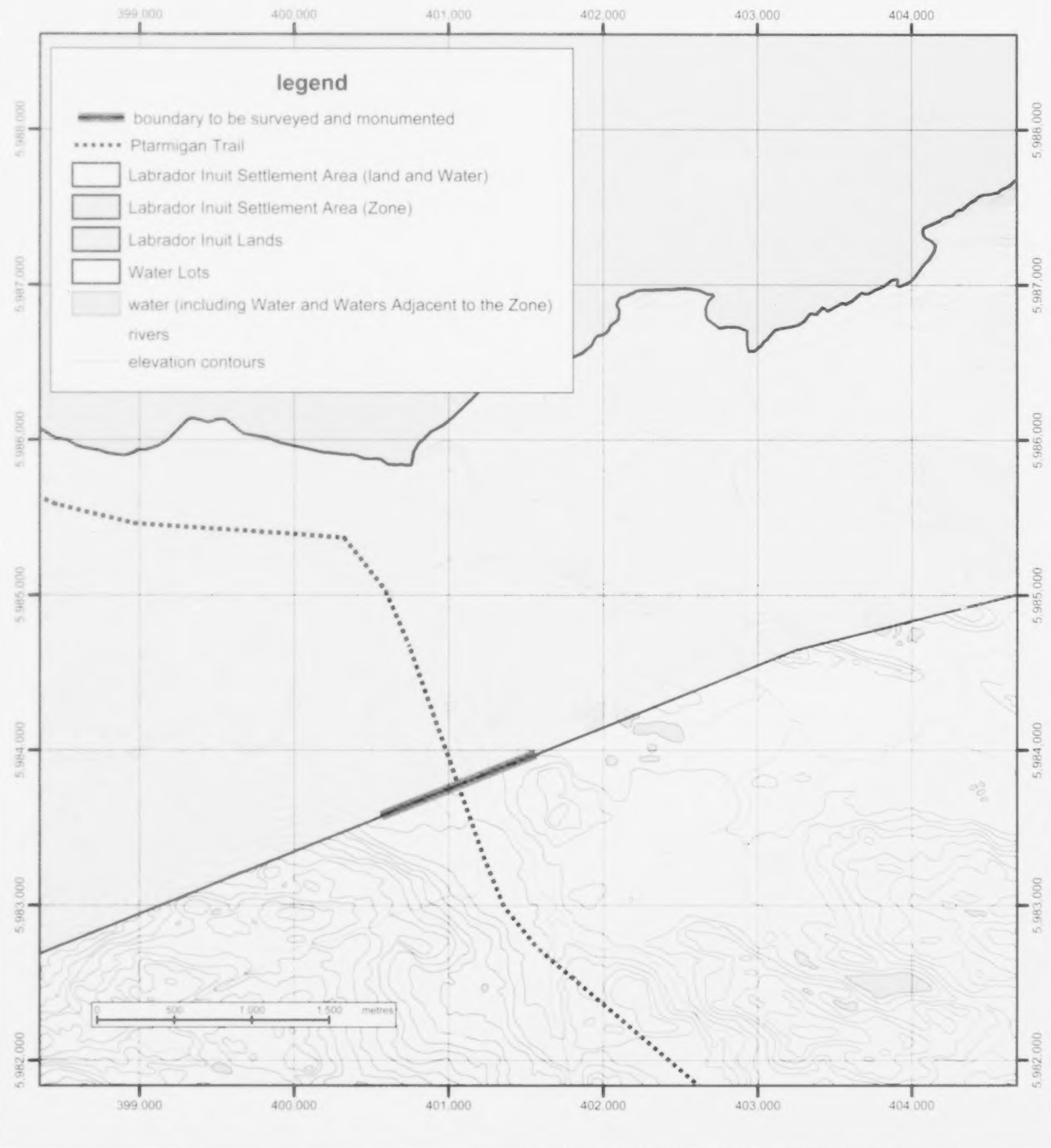
legend
boundary to be surveyed and monumented
Labrador Inuit Settlement Area (land and Water)
Labrador Inuit Settlement Area (Zone)
Labrador Inuit Lands
Water Lots
water (including Water and Waters Adjacent to the Zone)
rivers
elevation contours
373,000
374,000
375,000
376,000
377,000
378,000
379,000
380,000
5,977,000
5,976,000
5,975,000
5,974,000
5,973,000
5,972,000
5,971,000
5,970,000
0
500
1,000
metres

The 1 kilometre section (inland from the Shoreline) along the boundary of Labrador Inuit Lands identified on the map above shall be surveyed, monumented and identified by a cut line.



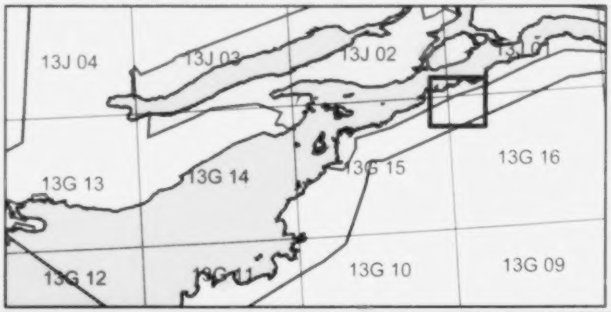
13J 04
13J 03
13J 02
13J 01
13J 08
13G 13
13G 14
13G 15
13G 16
13G 12
13G 11
13G 10
13G 09

Appendix E-1
Lands to be surveyed


Area 8 - Ptarmigan Trail

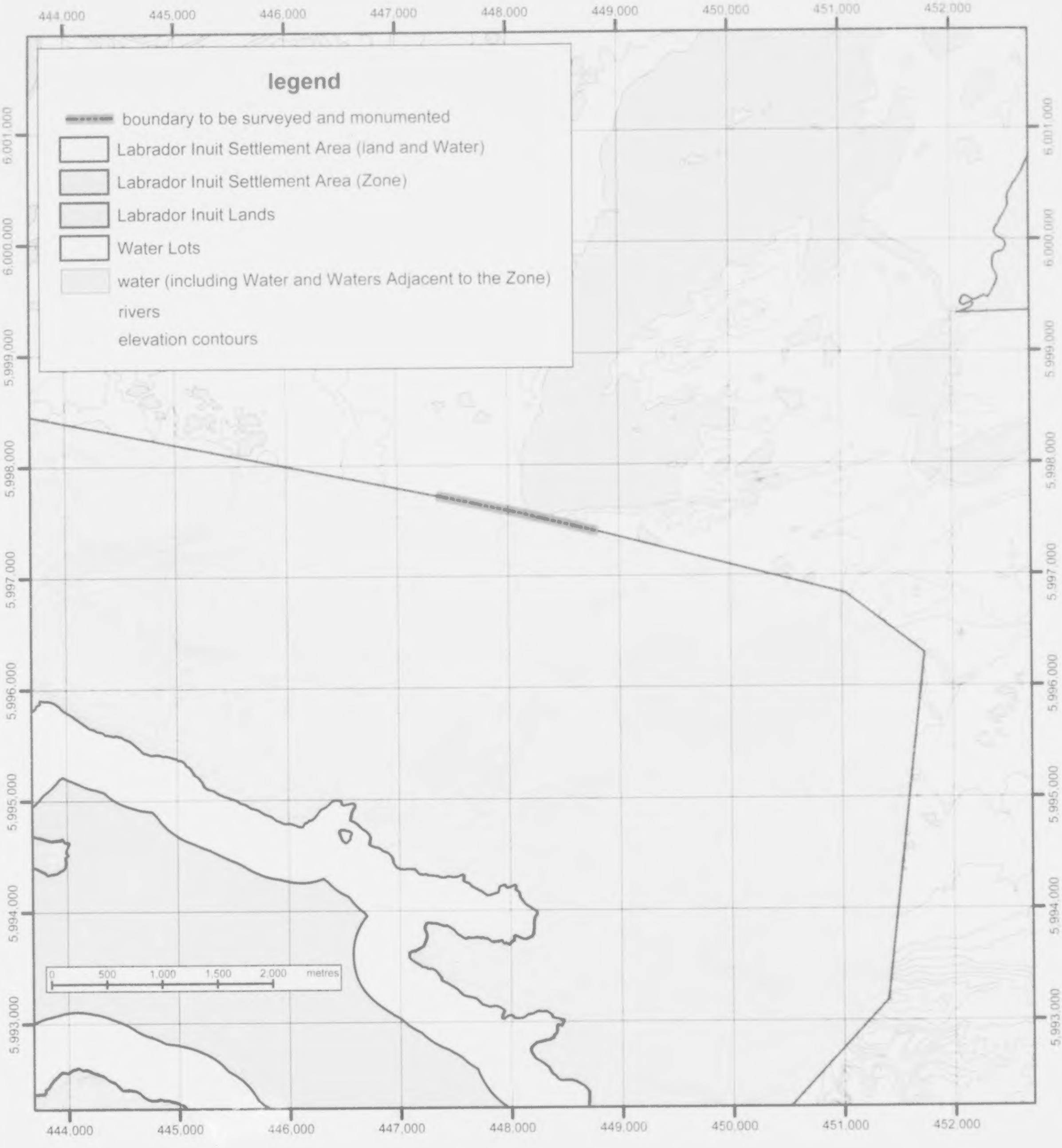
legend
boundary to be surveyed and monumented
Ptarmigan Trail
Labrador Inuit Settlement Area (land and Water)
Labrador Inuit Settlement Area (Zone)
Labrador Inuit Lands
Water Lots
water (including Water and Waters Adjacent to the Zone)
rivers
elevation contours
399,000
400,000
401,000
402,000
403,000
404,000
5,988,000
5,987,000
5,986,000
5,985,000
5,984,000
5,983,000
5,982,000
0
500
1,000
1,500
metres

The 1 kilometre section (500 metres on each side of the Winter Trail) along the boundary of Labrador Inuit Lands identified on the map above shall be surveyed, monumented and identified by a cut line.

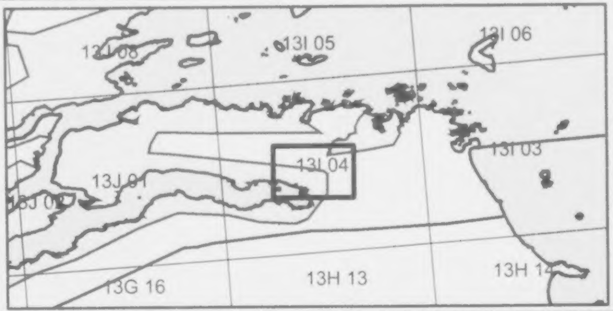

13J 04
13J 03
13J 02
13J 01
13G 13
13G 14
13G 15
13G 16
13G 12
13G 11
13G 10
13G 09

Appendix E-1
Lands to be surveyed

Area 9 - Flat Waters Pond

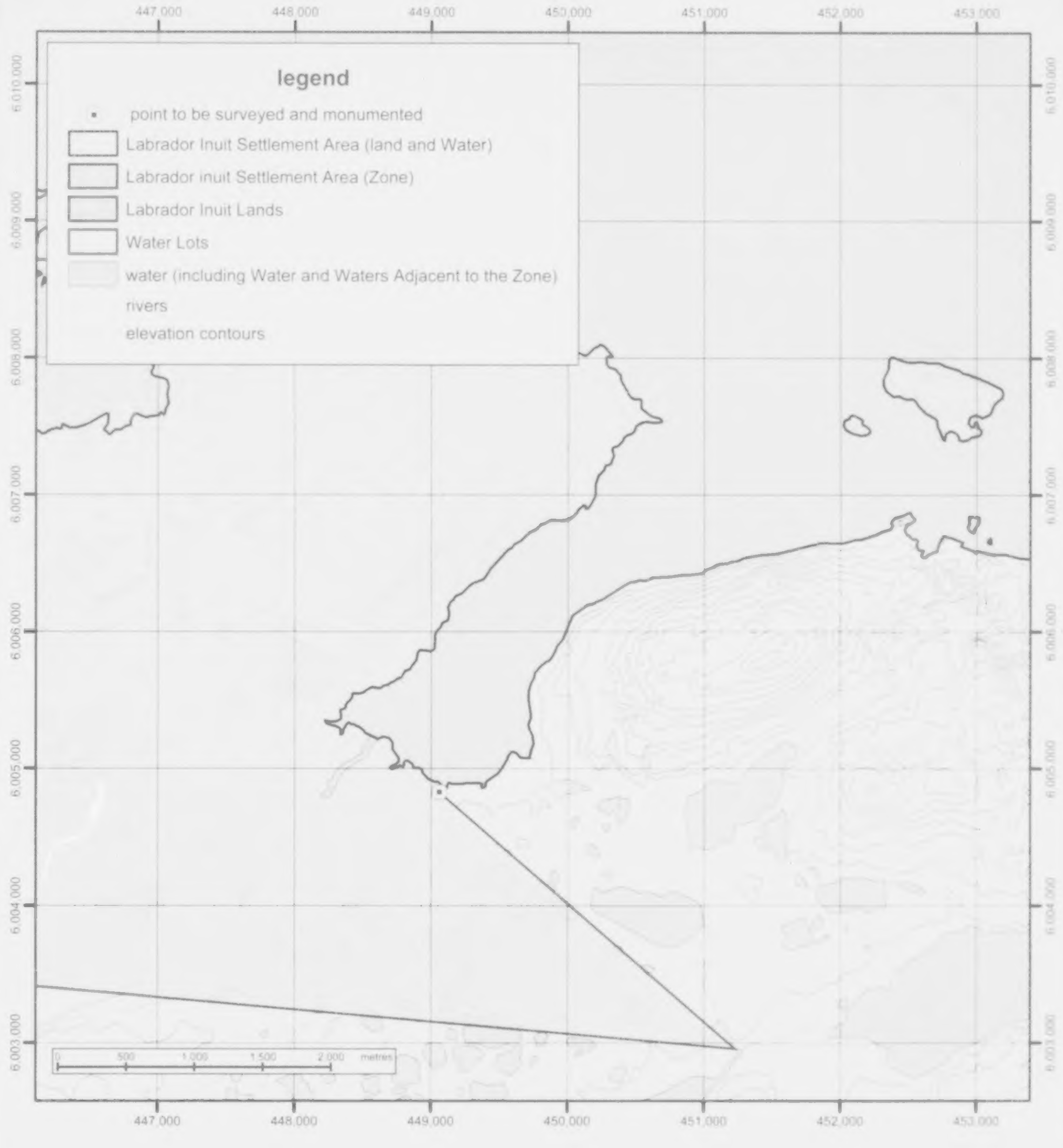

legend
boundary to be surveyed and monumented
Labrador Inuit Settlement Area (land and Water)
Labrador Inuit Settlement Area (Zone)
Labrador Inuit Lands
Water Lots
water (including Water and Waters Adjacent to the Zone)
rivers
elevation contours
444,000
445,000
446,000
447,000
448,000
449,000
450,000
451,000
452,000
6,001,000
6,000,000
5,999,000
5,998,000
5,997,000
5,996,000
5,995,000
5,994,000
5,993,000
0
500
1,000
1,500
2,000
metres

The 1 kilometre section (in the vicinity of Flat Waters Pond) along the boundary of Labrador Inuit Lands identified on the map above shall be surveyed, monumented and identified by a cut line.

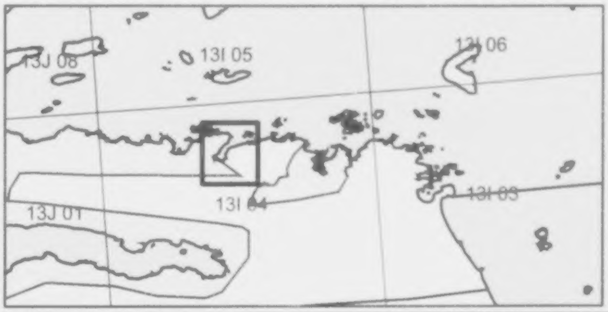

13I 08
13I 05
13I 06
13I 03
13I 04
13J 01
13J 02
13G 16
13H 13
13H 14

Appendix E-1
Lands to be surveyed

Area 10 - Snook Cove

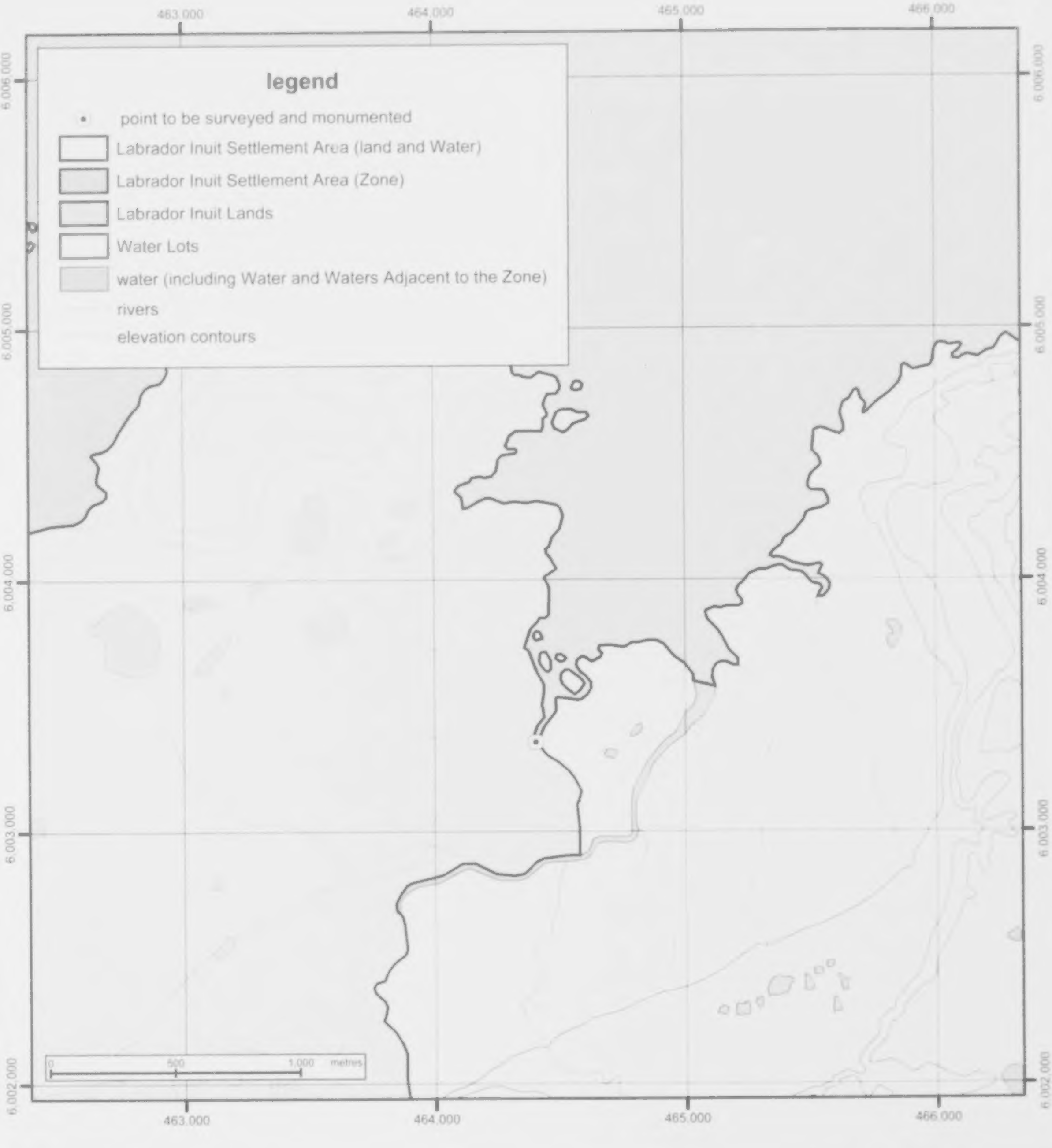

legend
▪ point to be surveyed and monumented
☐ Labrador Inuit Settlement Area (land and Water)
☐ Labrador inuit Settlement Area (Zone)
☐ Labrador Inuit Lands
☐ Water Lots
▨ water (including Water and Waters Adjacent to the Zone)
rivers
elevation contours
447,000
448,000
449,000
450,000
451,000
452,000
453,000
6,010,000
6,009,000
6,008,000
6,007,000
6,006,000
6,005,000
6,004,000
6,003,000
0
500
1,000
1,500
2,000
metres

The point on the boundary of Labrador Inuit Lands identified on the map above shall be surveyed and monumented.

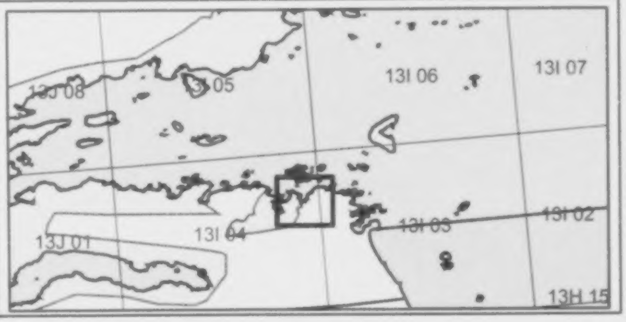

13J 08
13I 05
13I 06
13I 04
13I 03
13J 01

Appendix E-1
Lands to be surveyed

Area 11 - Broomfield's Bight

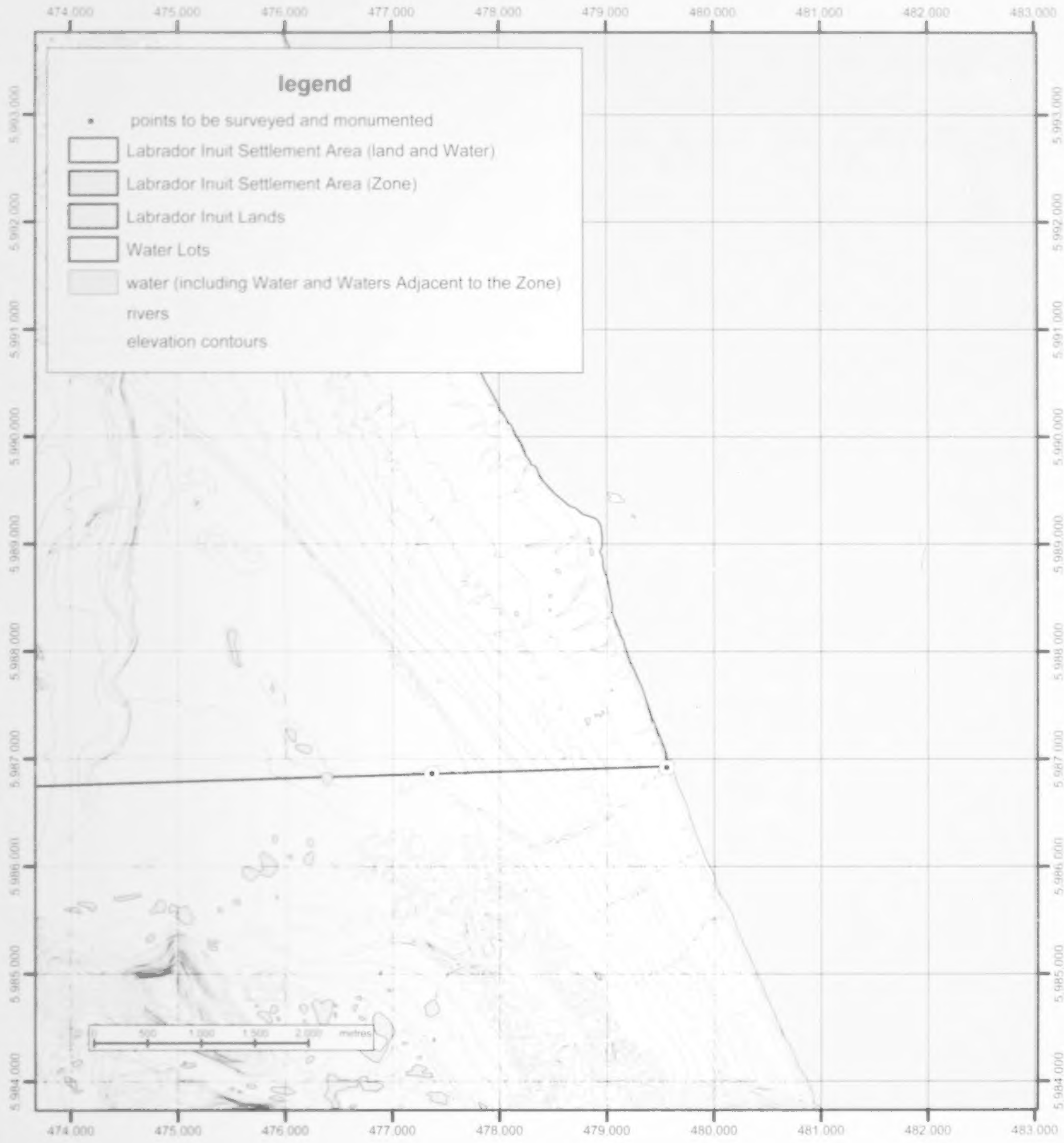

legend
• point to be surveyed and monumented
Labrador Inuit Settlement Area (land and Water)
Labrador Inuit Settlement Area (Zone)
Labrador Inuit Lands
Water Lots
water (including Water and Waters Adjacent to the Zone)
rivers
elevation contours
463,000
464,000
465,000
466,000
6,006,000
6,005,000
6,004,000
6,003,000
6,002,000
0
500
1,000
metres

The point on the boundary of Labrador Inuit Lands identified on the map above shall be surveyed and monumented.

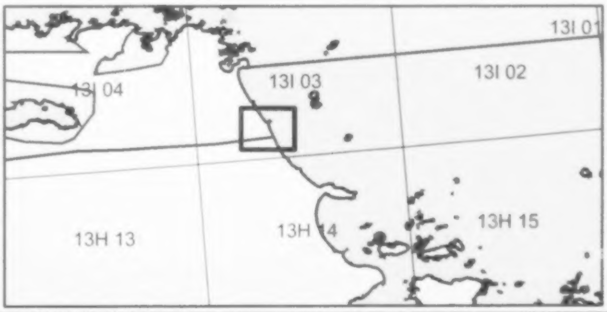

13J 08
13I 05
13I 06
13I 07
13J 01
13I 04
13I 03
13I 02
13H 15

Appendix E-1
Lands to be surveyed

Area 12 - The Strand

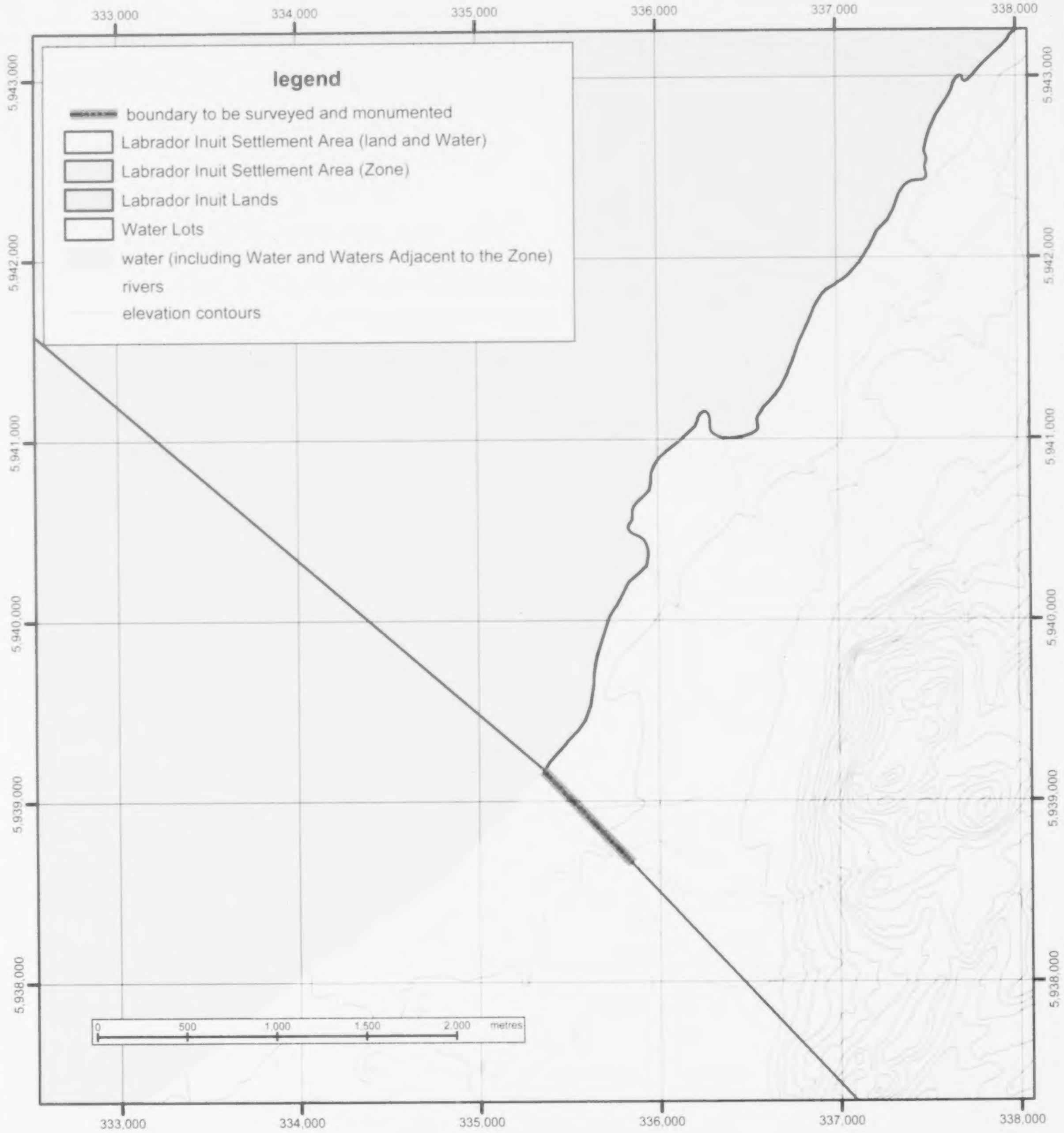

legend
points to be surveyed and monumented
Labrador Inuit Settlement Area (land and Water)
Labrador Inuit Settlement Area (Zone)
Labrador Inuit Lands
Water Lots
water (including Water and Waters Adjacent to the Zone)
rivers
elevation contours
474 000
475 000
476 000
477 000
478 000
479 000
480 000
481 000
482 000
483 000
5 993 000
5 992 000
5 991 000
5 990 000
5 989 000
5 988 000
5 987 000
5 986 000
5 985 000
5 984 000
0
500
1 000
1 500
2 000
metres

The two points on the boundary of the Labrador Inuit Settlement Area identified on the map above shall be surveyed and monumented.

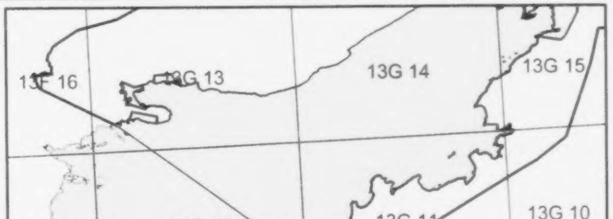

13I 01
13I 02
13I 03
13I 04
13H 13
13H 14
13H 15

Appendix E-1
Lands to be surveyed

Area 13 - East of Rabbit Point

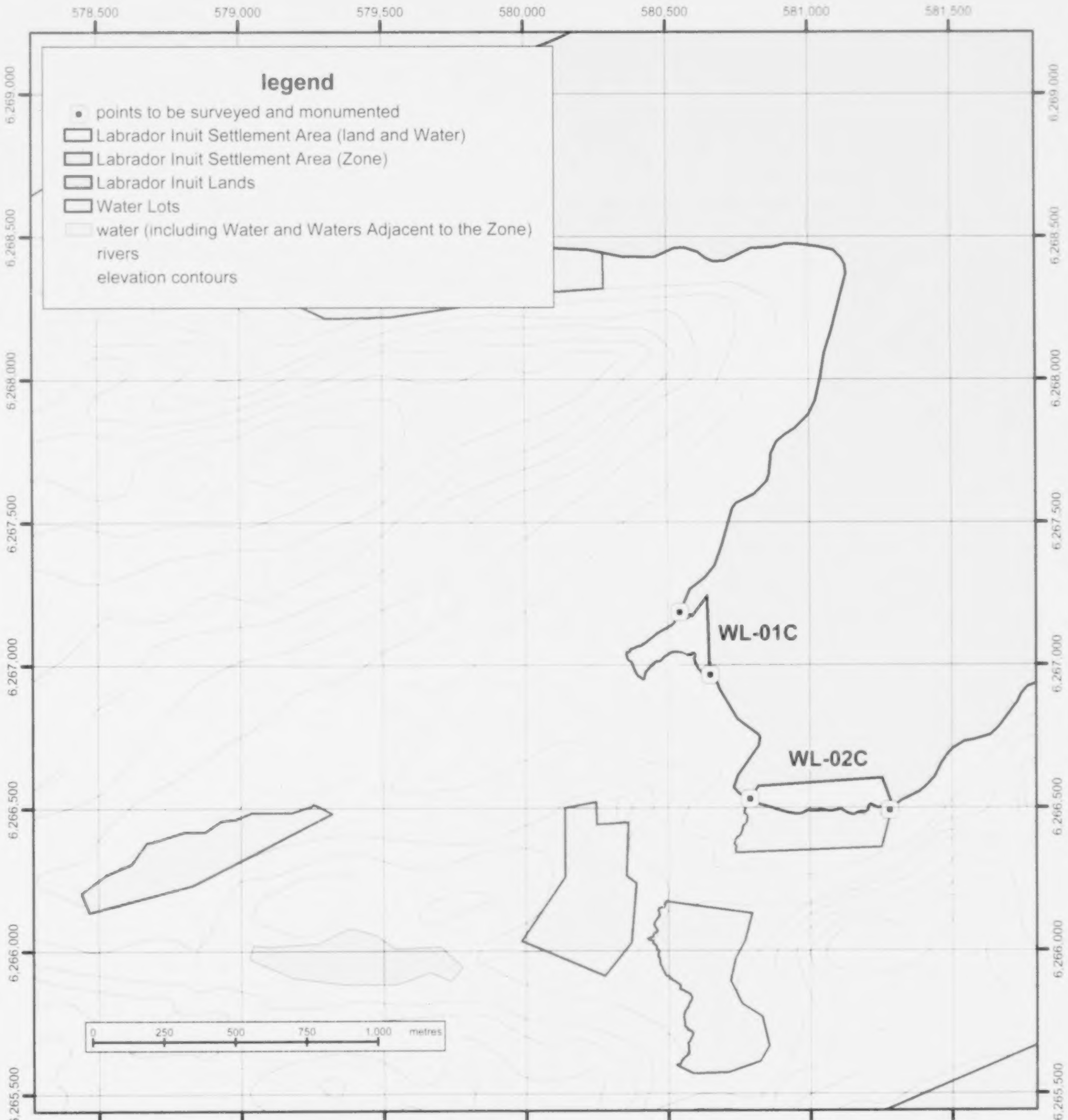

legend
▬ boundary to be surveyed and monumented
☐ Labrador Inuit Settlement Area (land and Water)
☐ Labrador Inuit Settlement Area (Zone)
☐ Labrador Inuit Lands
☐ Water Lots
water (including Water and Waters Adjacent to the Zone)
rivers
elevation contours
333,000
334,000
335,000
336,000
337,000
338,000
5,943,000
5,942,000
5,941,000
5,940,000
5,939,000
5,938,000
0
500
1,000
1,500
2,000
metres

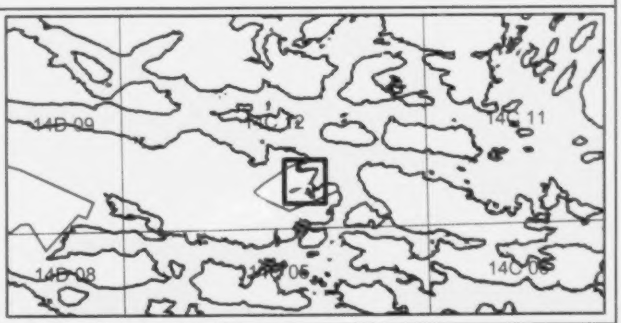
The 1 kilometre section (inland from the Shoreline) along the boundary of the Labrador Inuit Settlement Area identified on the map above shall be surveyed, monumented and identified by a cut line.


13F 16
13G 13
13G 14
13G 15
13F 09
13G 12
13G 11
13G 10

Appendix E-1
Lands to be surveyed

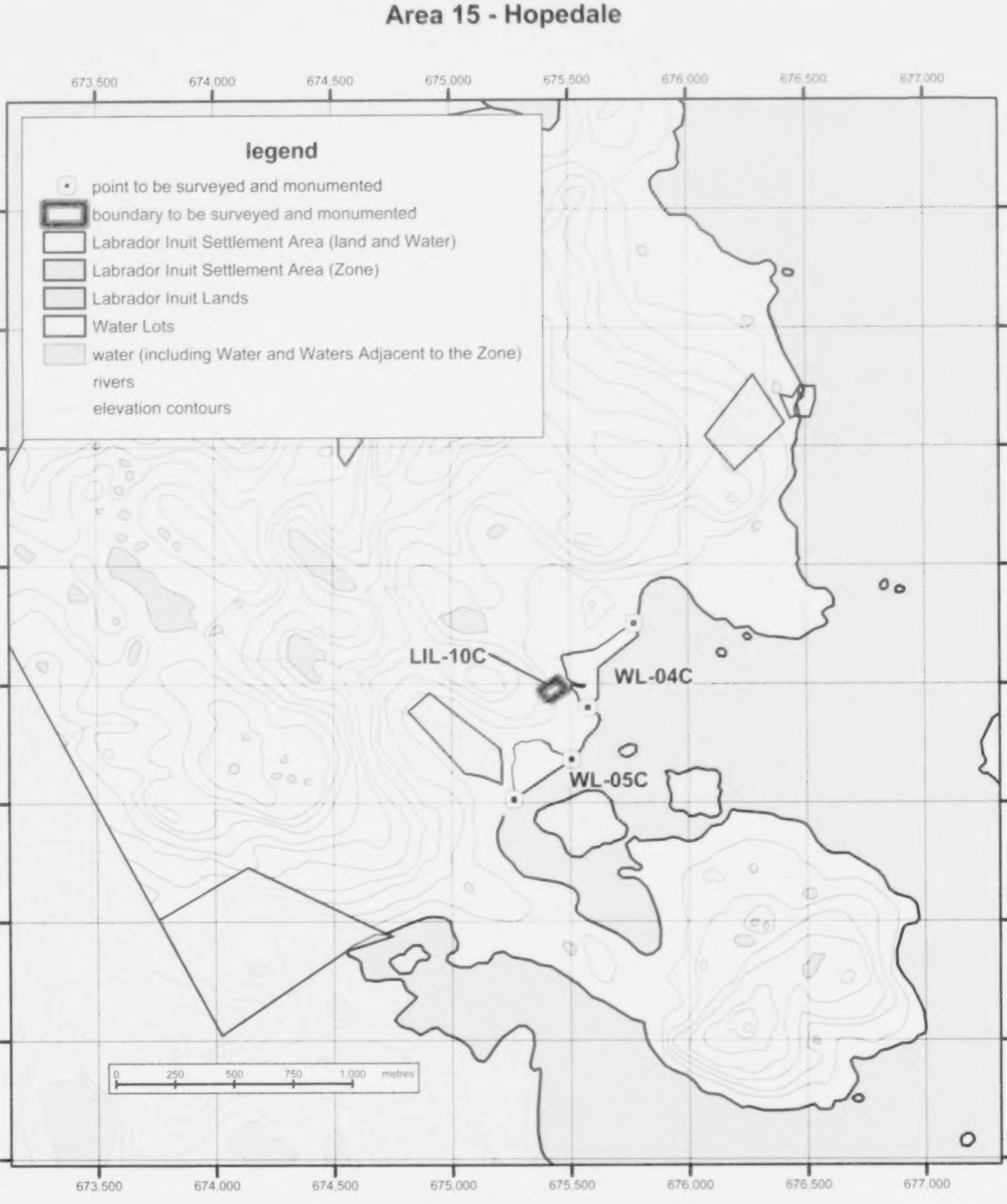
Area 14 - Nain


legend
● points to be surveyed and monumented
Labrador Inuit Settlement Area (land and Water)
Labrador Inuit Settlement Area (Zone)
Labrador Inuit Lands
Water Lots
water (including Water and Waters Adjacent to the Zone)
rivers
elevation contours
WL-01C
WL-02C
0
250
500
750
1,000
metres
578,500
579,000
579,500
580,000
580,500
581,000
581,500
6,269,000
6,268,500
6,268,000
6,267,500
6,267,000
6,266,500
6,266,000
6,265,500


14D 09
14C 12
14C 11
14D 08
14C 05
14C 06

The four points on the Shoreline of the Water Lots WL-01C and WL-02C identified on the map above shall be surveyed and monumented.

Appendix E-1
Lands to be surveyed

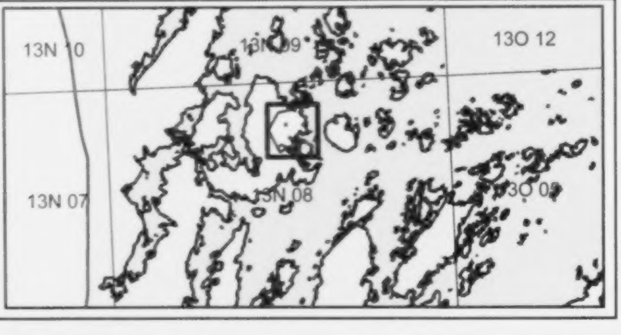


Area 15 - Hopedale

legend
point to be surveyed and monumented
boundary to be surveyed and monumented
Labrador Inuit Settlement Area (land and Water)
Labrador Inuit Settlement Area (Zone)
Labrador Inuit Lands
Water Lots
water (including Water and Waters Adjacent to the Zone)
rivers
elevation contours
LIL-10C
WL-04C
WL-05C
673,500
674,000
674,500
675,000
675,500
676,000
676,500
677,000
6,151,000
6,150,500
6,150,000
6,149,500
6,149,000
6,148,500
6,148,000
6,147,500
6,147,000
0
250
500
750
1,000
metres

The four points on the Shoreline of the Water Lots WL-04C and WL-05C identified on the map above shall be surveyed and monumented.

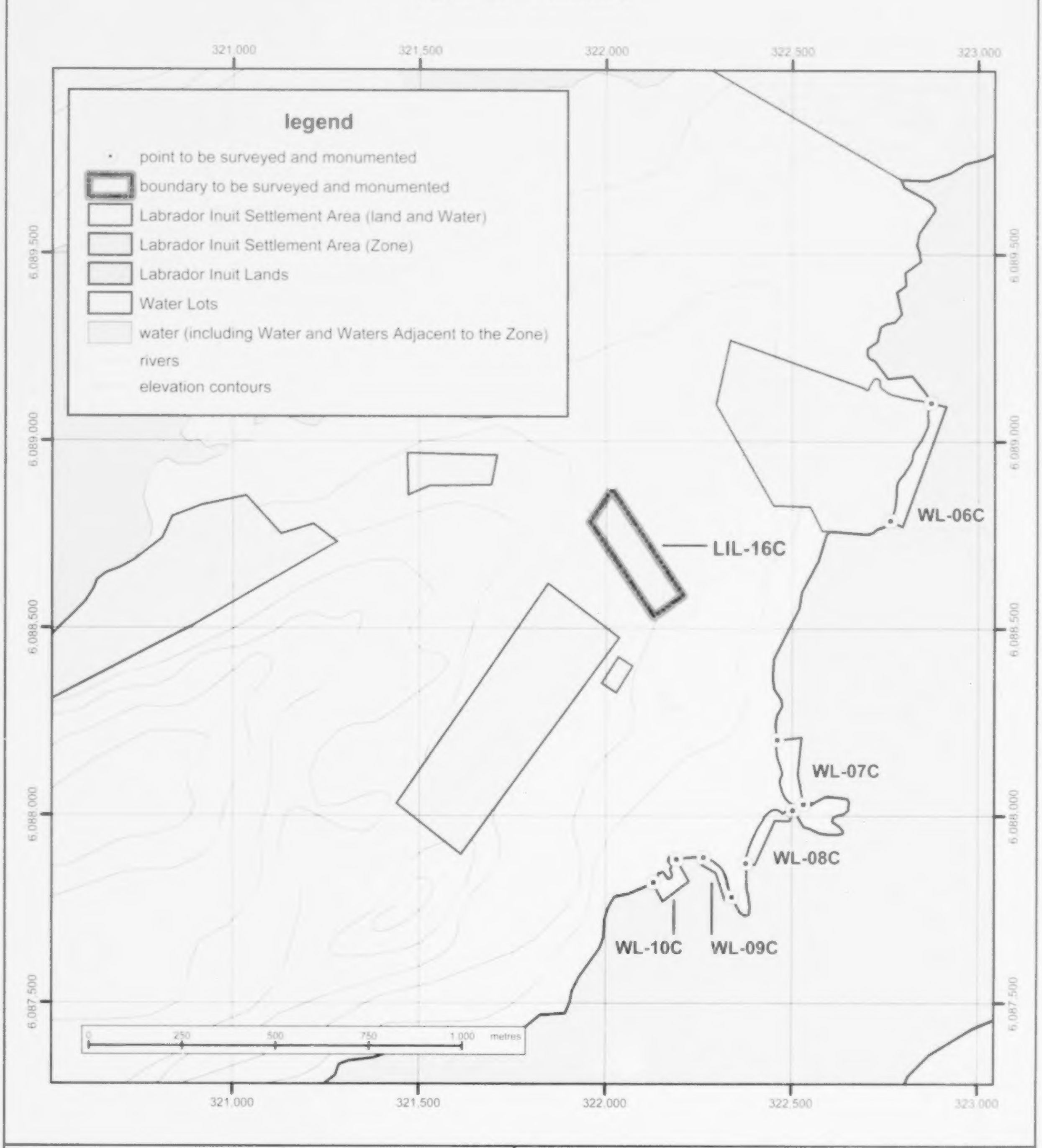
Labrador Inuit Lands parcel LIL-10C, identified on the map above, shall be surveyed and monumented.



13N 10
13N 09
13O 12
13N 07
13N 08
13O 05

Appendix E-1
Lands to be surveyed

Area 16 - Postville

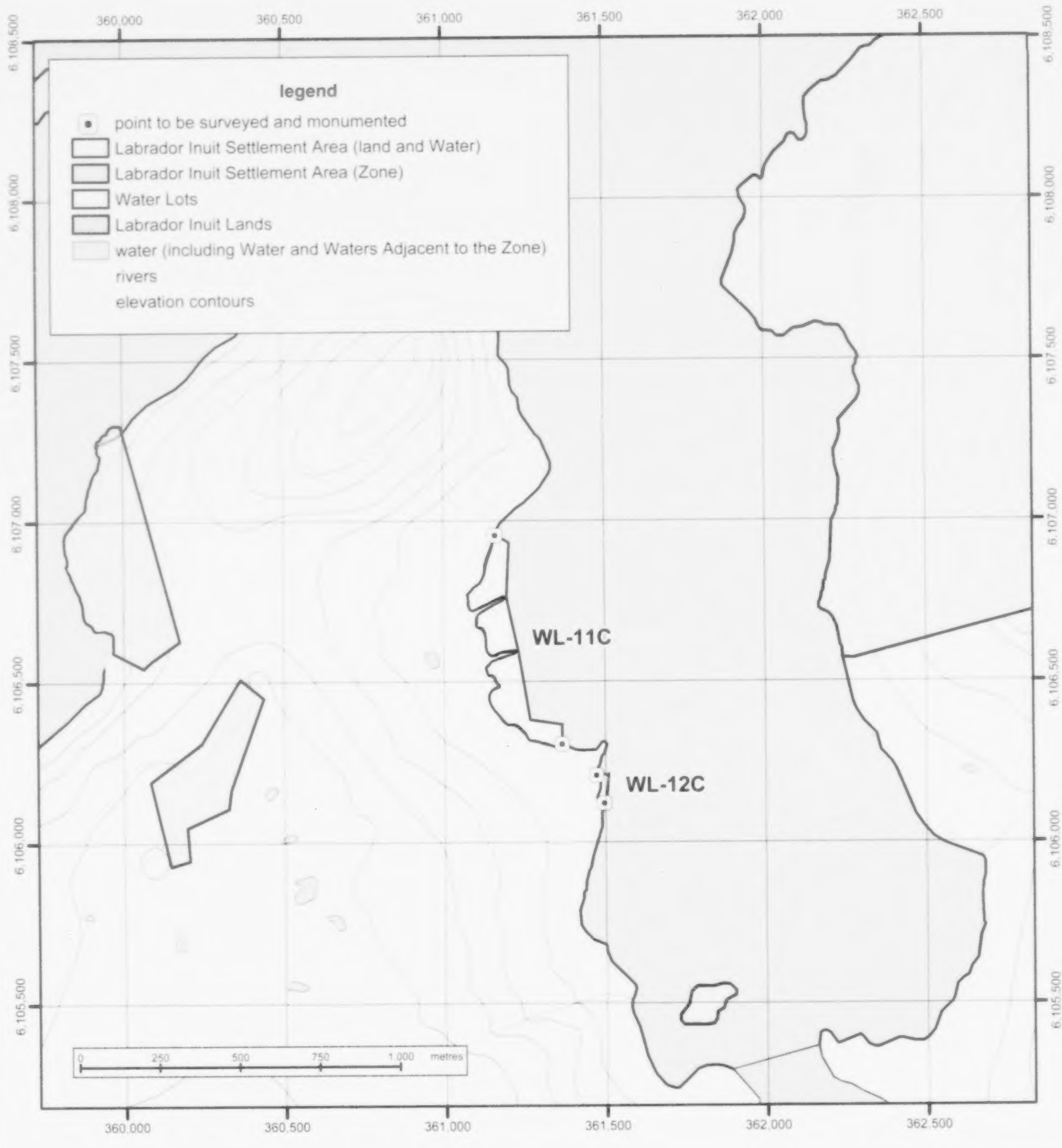

legend
point to be surveyed and monumented
boundary to be surveyed and monumented
Labrador Inuit Settlement Area (land and Water)
Labrador Inuit Settlement Area (Zone)
Labrador Inuit Lands
Water Lots
water (including Water and Waters Adjacent to the Zone)
rivers
elevation contours
LIL-16C
WL-06C
WL-07C
WL-08C
WL-09C
WL-10C
321,000
321,500
322,000
322,500
323,000
6,089,500
6,089,000
6,088,500
6,088,000
6,087,500
0
250
500
750
1,000
metres

The ten points on the Shoreline of the Water Lots WL-06C, WL-07C, WL-08C, WL-09C and WL-10C identified on the map above shall be surveyed and monumented.

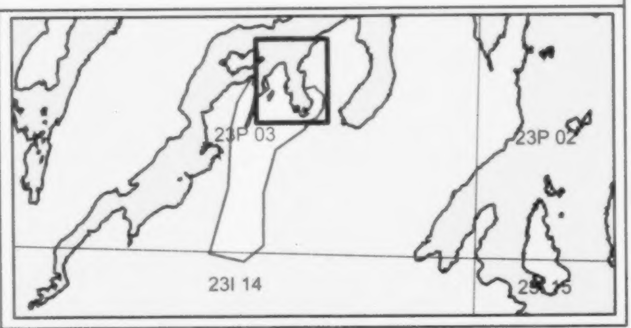
Labrador Inuit Lands parcel LIL-16C, identified on the map above, shall be surveyed and monumented.

Appendix E-1
Lands to be surveyed

Area 17 - Makkovik

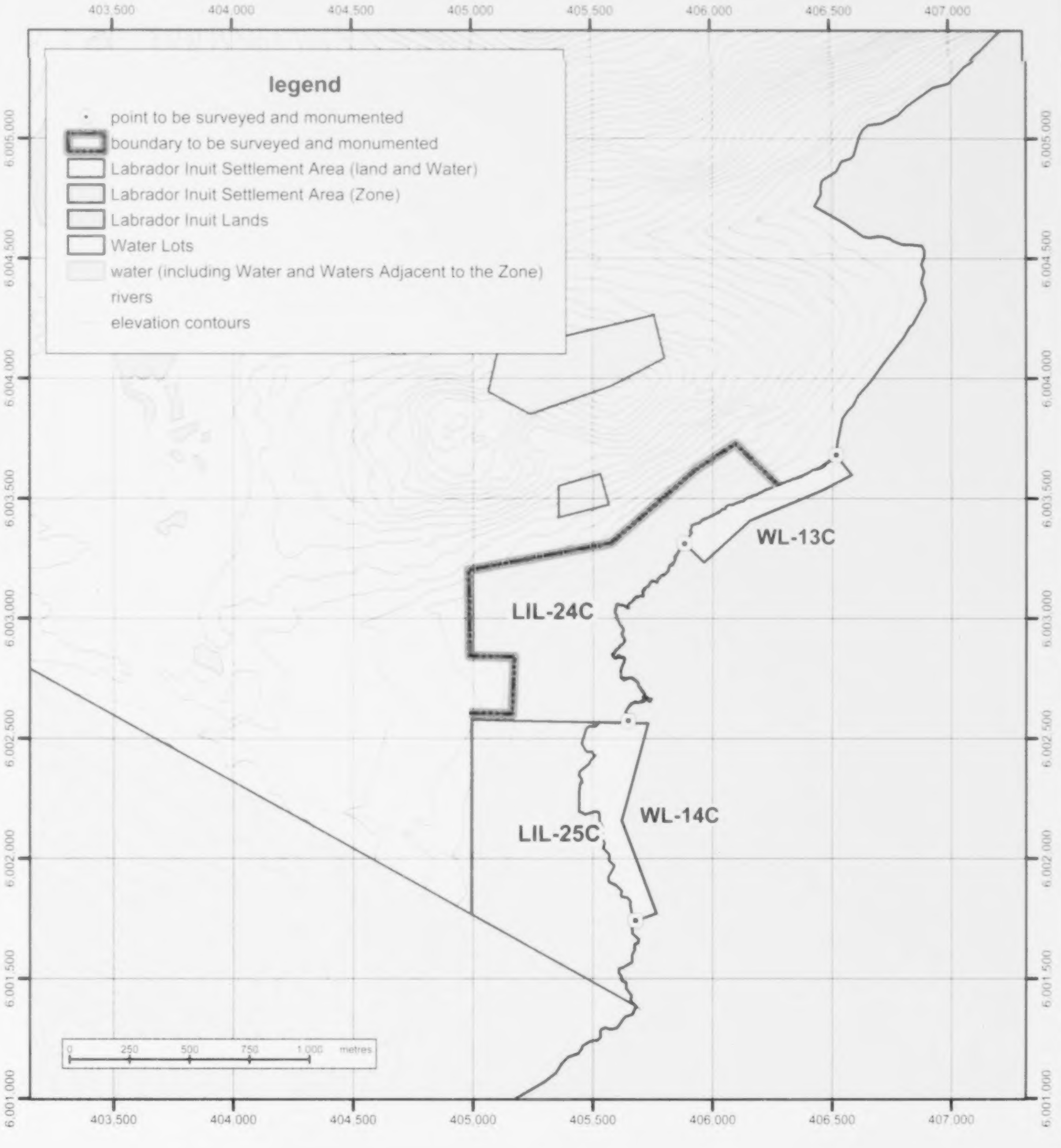

legend
point to be surveyed and monumented
Labrador Inuit Settlement Area (land and Water)
Labrador Inuit Settlement Area (Zone)
Water Lots
Labrador Inuit Lands
water (including Water and Waters Adjacent to the Zone)
rivers
elevation contours
WL-11C
WL-12C
360,000
360,500
361,000
361,500
362,000
362,500
6,108,500
6,108,000
6,107,500
6,107,000
6,106,500
6,106,000
6,105,500
0
250
500
750
1,000
metres

The four points on the Shoreline of the Water Lots WL-11C and WL-12C identified on the map above shall be surveyed and monumented.


23P 03
23P 02
23I 14

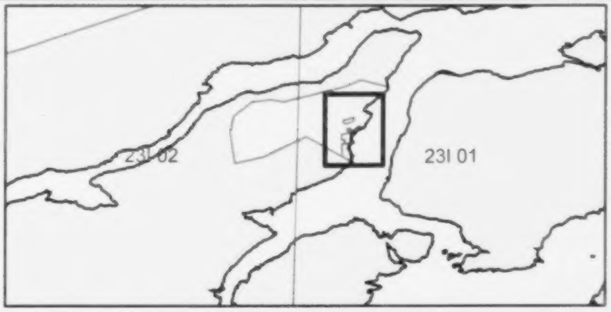
Appendix E-1
Lands to be surveyed

Area 18 - Rigolet


legend
• point to be surveyed and monumented
boundary to be surveyed and monumented
Labrador Inuit Settlement Area (land and Water)
Labrador Inuit Settlement Area (Zone)
Labrador Inuit Lands
Water Lots
water (including Water and Waters Adjacent to the Zone)
rivers
elevation contours
WL-13C
LIL-24C
WL-14C
LIL-25C
0
250
500
750
1,000
metres
403,500
404,000
404,500
405,000
405,500
406,000
406,500
407,000
6,005,000
6,004,500
6,004,000
6,003,500
6,003,000
6,002,500
6,002,000
6,001,500
6,001,000

The four points on the Shoreline of the Water Lots WL-13C and WL-14C identified on the map above shall be surveyed and monumented.

The section of Labrador Inuit Lands parcels LIL-24C and LIL-25C, identified on the map above, shall be surveyed and monumented.


23I 02
23I 01

Labrador Inuit
LAND CLAIMS AGREEMENT

GOVERNMENT OF
NEWFOUNDLAND AND LABRADOR

Labrador Inuit Association

Canada